APRIL, 1965

THE Signalman's JOURNAL

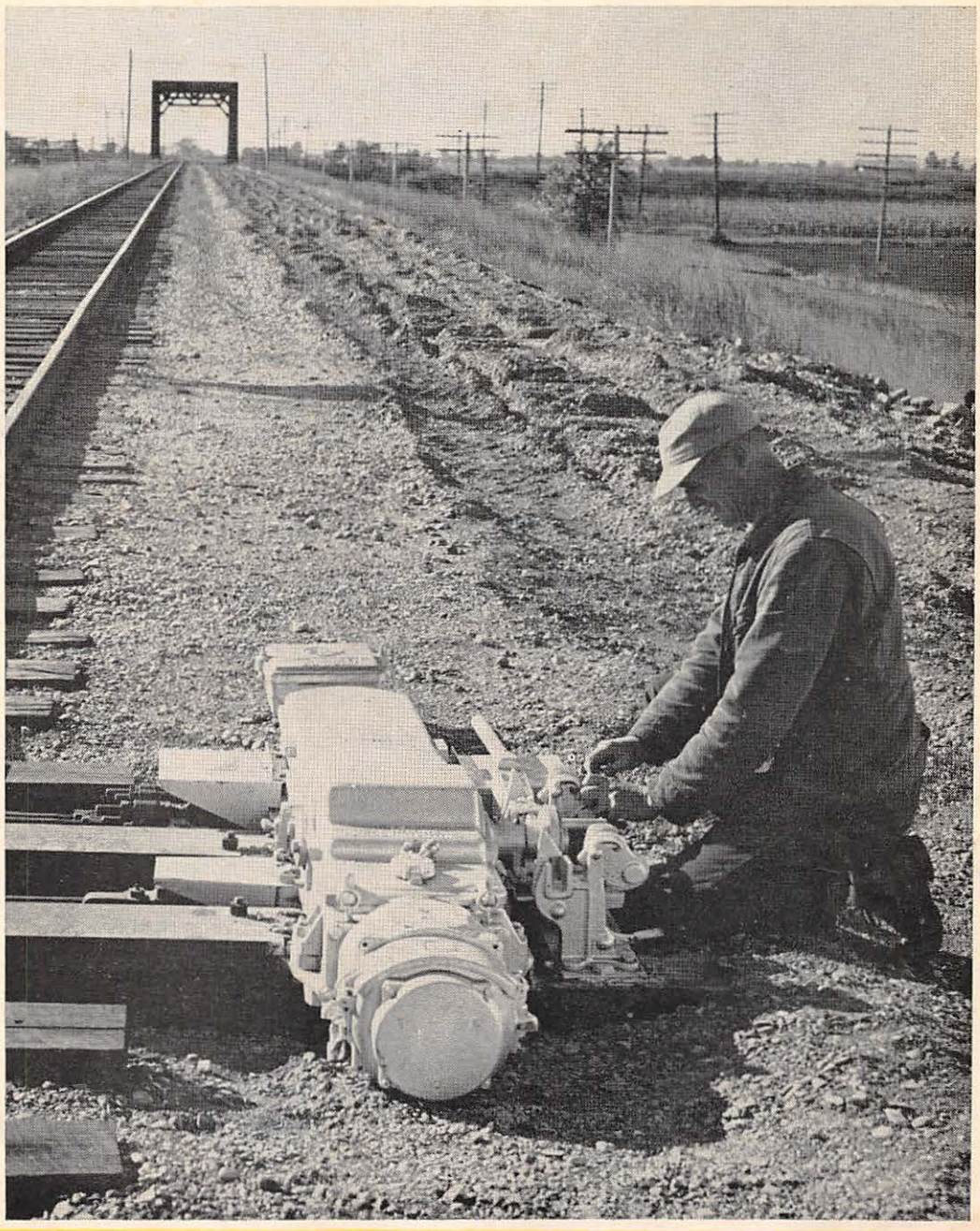
Benefits for Survivors of Railroad Employes

RRB Seeks Help To Speed Payment of Benefits

14 (b) An Invitation to Free Riders

Documented Report on the FEC Strike

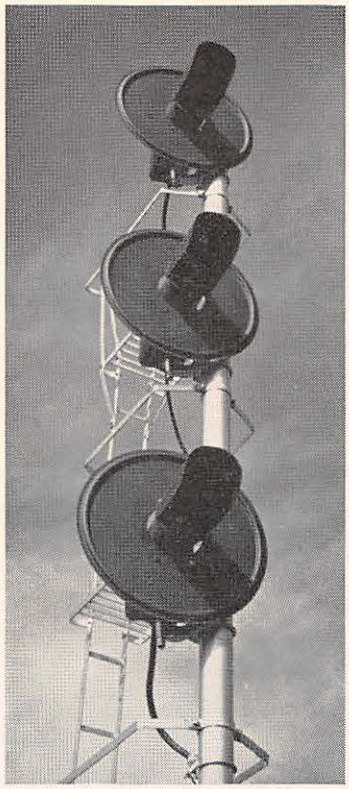
NRAB Awards

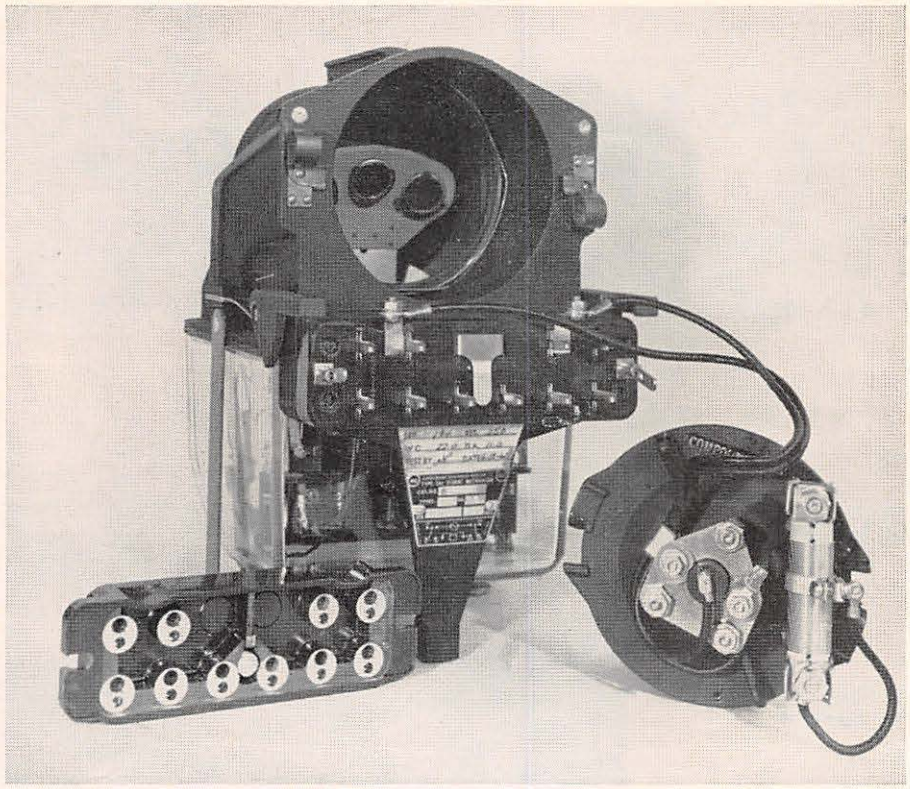


On Our Cover

Leading signalman Don Shinner, of the C&NW maintenance crew with headquarters at Missouri Valley, Iowa, is shown as he locked a switch machine after completing his inspection of this device.

The new machine was installed as a part of a CTC project underway in the area. One track under CTC now carries the traffic formerly carried by two main lines.





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E. L. Abbott, Editor and Manager
2247 Lawrence Ave., Chicago, Ill. 60625

APRIL, 1965

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IN THIS ISSUE

The Outdoor Scene 84
By Fred Goetz

Cover Story
C&NW Maintenance Crew in Step with Technology 85
By Donald Sims

How To Buy 89
By Sidney Margolius

Your Washington Reporter 90
By Albert Jenkins

Determine Your Rights Under FELA 91

Benefits for Survivors of Railroad Employes 92

RRB Seeks Help of Railroad Employes To Speed Payment of Benefits 93

Live a Little Longer 95
By Dr. William A. Sawyer

14 (b) An Invitation to Free Riders 98

FEC Railway Strike Report 100

NRAB Awards 103

Local Lodge News 105

Obituary 110

1

POSTMASTER'S NOTE: Please report all undeliverable magazines to The Signalman's Journal, 2247 Lawrence Ave., Chicago, Ill. 60625 on Form 3579.

ADDRESS CHANGE: B. of R.S. members or other subscribers should promptly advise the editorial office, 2247 Lawrence Ave., Chicago, Ill. 60625 if this magazine is coming incorrectly addressed or if they change their address. A Change of Address Form is printed in each issue for that purpose.

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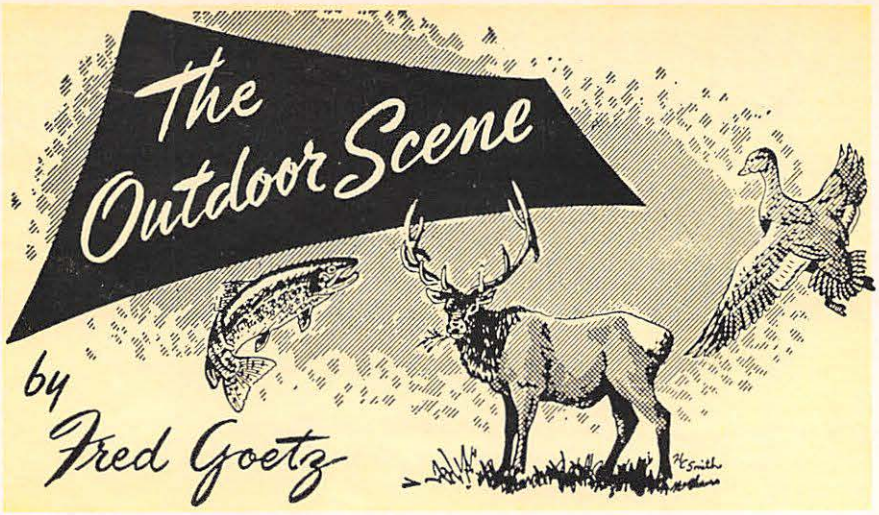


BROTHER WILLIAM L. Zwecker of 237 Commonwealth Avenue, Springfield, Massachusetts, a signal maintainer for the N.Y., N.H. & H. R.R., and a member of Local 7, and his wife, traveled far, wide and handsome this past summer and are looking forward to more of the same.

They set out from Springfield with an Eldorado Camper; visited their son, Captain Robert Zwecker, stationed at Fort Bliss, Texas; swung west to Merced, California to visit their daughter and her family, then north to Sekiu, Washington where they experienced some great offshore salmon fishing. They fished the broad Pacific saltchuck out of the Coho Resort on the charter boat "Miss Coho" skippered by Les Miller.

Under Miller's tutoring they rigged with herring for bait and were soon reeling in the scrappy silver salmon.

Here's a picture of Brother Zwecker with five silvers, most of which were later enjoyed by all at a big outdoor barbecue at their daughter's home in Merced.

It was a six week vacation for the Zweckers and having just returned from a similar cross-country junket, I daresay they racked up close to 10,000 miles on the trip.

After the long journey, Bill tapered off with a short haul to Cape Cod and some striper fishing in the surf. Such is the spirit of the angler.

Recently perusing through some books on the latest form of angling, "spin fishing," I note:

In England where spin fishing, as we know it today, got its start, it is referred to as "threadline angling."

"Casting," as we understand it, with the short rod and level wind reel, is referred to in England as "spinning."

The French, also pioneers in light-line angling, refer to spinning as "lancer legar", meaning light line casting.

Why the term "spin fishing" or "spinning" has been adopted in this country is a mystery. The line does not spin, it coils in balloon-like fashion off a stationary spool. The spool does not spin, it oscillates.

A reel, I mean a real, mixed up situation, huh?

Charles E. Derry of 116½ S. Wilson Street, Delphi, Indiana, a signalman with the Monon Railroad and member of Local 91, got in just under the wire this past fishing season with a moose of a catfish—a 28 inch specimen that tipped the scales at over eight pounds.

This was on August 30, fishing in the Norway Dam area near Monticello, Indiana. A pic of the catch was enclosed but was, unfortunately, too faint to reproduce.

Bob Whitener of Little Rock, Arkansas, is one of the state's better turkey hunters. Last we heard, he had amassed quite a record—killed a wild turkey each year since he was 12. He's sixty now and really "talks turkey." He has to, he's the past national champion turkey caller.

W. O. Asselstine, 118 Dundas St., W., Napanee, Ontario, secretary-treasurer of Local 124, says there are some mighty big bucks prowling around his neck of the woods and sends in the following pic as proof. The buck was a 10-pointer taken by a member of his hunting party, 80 miles from his home in the 30 Island lake district. Send along those photos of the trout, pickerel and bass, W. O., we would like to see what kind of lunkers you catch in that stretch of the stream.

In years of pounding the outdoor beat, I've had quite a few tales come across my desk from the youngsters. Here's a few excerpts that might promote a chuckle:

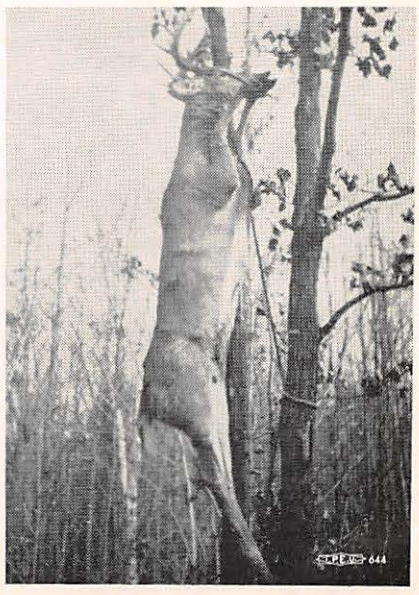
". . . I would like to have some information about wild life. I want to know when it started and who started it?"

A troubled cat lover wrote: ". . . Would you please tell me what to do. My cat got in a fight with a skunk and mother won't let him in the house. I have washed him with soap and water and tomato juice. Please help me so I can have my cat in the house." (The young lady and her cat were shortly reunited following a suggestion to bathe the kitty in warm water and vinegar, diluted half and half.)

Another troubled young lady wrote: ". . . Please send me some information, in fact, all you've got on the outdoors. I'm in a tight spot in school. If I fail in science while

(Continued on Page 88)

Brother William Zwecker caught these beautiful silver salmon using herring for bait.



Big Bucks prowl the woods around Napanee, Ont. This one was downed by Bro. Asselstine.

Cover Story

C&NW Maintenance Crew in Step With 20th Century Signal Technology

GENERAL BULLETIN NO. 35, dated August 27, 1964 in the Boone, Iowa headquarters of the Chicago and North Western's Iowa Division advises "All Concerned" that a new signal system is to be put into effect 48 hours hence on the western part of the division. Specifically, the order applied to 20 miles of trackage along the Missouri River between Council Bluffs and Missouri Valley, Iowa, to the northeast.

Don Shinner, veteran Chicago and North Western signal maintainer, had a personal interest in the bulletin since it directly involved him and the four men working under his direction.

Chicago and North Western's bulletined announcements for cut-over dates on new centralized traffic control territory are becoming more and more common as the nation's rail system is being modernized and made safer through the application of 20th Century technology.

Hardly a day goes by without some capital improvement program being announced in the railroad industry. These programs will sooner or later affect just about every man whose occupation touches upon signaling.

For several months in 1964 and lasting into the not-too-distant future the spectre of change has had and will have a direct bearing upon the daily work habits of Brother Shinner and his small signal maintenance gang. And usually when the last signal is installed and the final circuit tested there's been quite a change in the general appearance of the wayside.

You'll notice that we made reference to a maintainer and his gang of four. Because of the topography of the C&NW track in the area around Council Bluffs and Omaha, Nebraska, the railroad claims that it is expedient to utilize the gang approach for the maintenance of its signals and track circuitry.

Along the Iowa-Nebraska line which is established by the Missouri River, the railroad reaches out several ways from an important junction at Missouri Valley, which is headquarters for Shinner and his gang which includes three maintainers, one assistant maintainer and one helper. This small pool of manpower is assigned to maintain approximately 84 miles of signal system, including a fair amount of equipment on double track territory. The Council Bluffs-Omaha region is the metropolitan district as well as a major east-west railroad interchange point which means there are a lot of street and highway crossings as well as railroad crossings in the area assigned to the Missouri Valley gang. All of this creates a complex of signal facilities and equipment.

In describing the activities of the "Shinner Gang" the best place to start is at Missouri Valley, a three way junction. Initially there is single track directly south of the junction and paralleling the river's course to Council Bluffs, twenty

The general complexity of traffic control in the Missouri Valley area is shown on the control panel. Brother Shinner demonstrated the operating function of the CTC control panel.

miles away. This is the territory mentioned in Bulletin No. 35. What was once double track territory has been reduced to single track by virtue of modern technology. Directly west of Missouri Valley, continuing C&NW's main stem from the east is another route, via a connection, which crosses the river and carries freight into Omaha and to points west in Nebraska and Wyoming. The Missouri Valley crew maintains 15 miles of this route, west to a junction at Blair, Neb.

Six miles west of the Missouri Valley yard limits there's a connection to a single track line leading northward towards Sioux City. Twenty-four miles of this single track roadbed, which is controlled by APB type signaling, is assigned to Shinner's crew, their section extends in this direction to a point called River Sioux.

The unit on top of the relay cabinet equipped with indication lights in various colors is an electronic device which indicates the function of various circuits. Brother Shinner, shown here, explained that the lights visually show which circuits are waiting to be used.

Finally there's the route east of Missouri Valley which combines traffic from north, west and south funneling it along the double track territory which extends all the way across Iowa and Illinois and on into Chicago's network of railroads. While this route is currently double tracked east of Shinner's headquarters, it is scheduled for slimming down in the near future when more CTC will be added to the system and one main line removed.

In carrying out his own work and in directing the activities of others, Don Shinner operates under the title of Leading Signalman. Obviously, Brother Shinner hasn't always been in charge of a gang. He started on the bottom rung of the ladder as a helper in a signal gang as other signalmen have done. For the last 5 years he's managed to call the small community of Missouri Valley, Iowa, "home." Prior to that he spent 7 years maintaining around Nevada, Iowa, about 150 miles east of his present location. This accounts for about half of his 25 years of signaling experience spent in maintaining, while the balance of the time was spent in signal gangs. As Shinner puts it, those first years involved "Quite a bit of traveling," from one point to another on the C&NW system.

Getting enough experience and time in to be able to successfully bid on a maintainer's position can be somewhat of a "moving experience," geographically, if not emotionally.

Considering the Missouri Valley signal crew's assignment on an area basis, they maintain parts of three separate divisions in two states. The two states of course are Iowa and Nebraska, while the divisions include Iowa, Nebraska and Sioux City. It's just that all three divisions meet near the Missouri River Jct., so the logical maintainer's assignment is divided most effectively by assignment of one crew to handle the territory northeast of Omaha and Council Bluffs.

In the early a.m. it's often quite crowded in the old freight station now used by the signal maintainers and a section gang as their locker room and office headquarters. The railroad is now operating from a new metal building next door which houses yard offices and the CTC machine, leaving the older structure to maintenance crews.

Unlike most wayside locales, the Missouri Valley scene sometimes resembles the opening ritual at a small factory as a couple of dozen men report for duty, then leave on track and highway vehicles for various trackside activities.

The basic transportation unit for this C&NW crew is a panel truck, two track motorcars providing auxiliary transportation. Most work as-

signments involve track locations in well populated areas where streets and highways are usually the quickest and easiest way of reaching the job. Train conditions locally are quite heavy at times making the use of on-track transportation the second choice of the crew, however, there are times when the gang members go in diverse directions so the motorcars come in for quite a bit of use over the months.

There's no particular pattern for work assignments on this crew, that is they don't always work together as a group. Local requirements and day to day conditions dictate the work load at any particular time. Some mornings the crew may split up in three directions, at other times they may tackle a specific job as a unit. The assigned territory can vary all the way from the relatively light single track traffic density of the line towards River Sioux to the junction at Missouri Valley including CTC, traffic from several directions and numerous crossing protective devices at street grade crossings.

The C&NW also has maintenance "gangs" at other locations along its Iowa roadbed. Similar gangs are located at Clinton and Beverly. In both instances the pattern is similar to Missouri Valley, as several lines converge at a central point.

In discussing the varied type of signaling equipment maintained by Don Shinner and his crew, one of the more unusual aspects concerns the recent Centralized Traffic Control installation from Missouri Valley south to Council Bluffs. This 20 mile line, which is controlled from the machine in the Missouri Valley yard office, includes automatic train control tied in with the CTC circuitry. As a matter of fact, the entire C&NW main line from Council Bluffs to Chicago, almost 500 miles, has had ATC for many years. The unusual feature involves the fact that ATC has been integrated with CTC over the district.

As is usual, the recent CTC construction considerably altered wayside equipment between Missouri Valley and Council Bluffs. Double track was removed over the entire distance. Some mute reminders of the past remain as evidenced by a couple of double track bridges now carrying only a single track. Searchlight signals and some dwarf installations as well as masts with up to three searchlight heads furnish signal indications for control of traffic. Most of the equipment for the project was furnished by General Railway Signal Company and incorporates the latest advancements in electronics. As Shinner commented: "One must be an electronics technician to understand the circuits in this system."

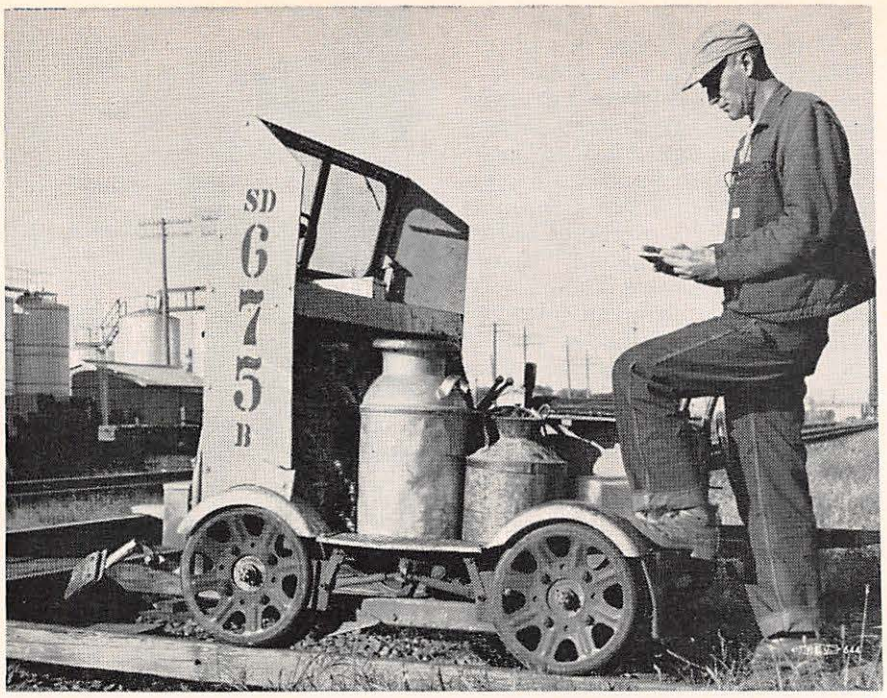
For example, one of the more visual differences between the C&NW installation and earlier CTC systems is a small metal case located just above the larger relay cases. A series of small multi-colored lights are activated in established patterns and indicate the functioning of various circuits. Shinner explains that this visually shows circuits which are waiting to be implemented by the dispatcher's actions at the CTC machine. ATC circuits are also tied in with this code pattern.

Other maintenance areas on the Missouri Valley crew's territory include Cal Junction, 6 miles west of Missouri Valley where three 5D switch machines are located, and a small locally controlled CTC installation at Blair, Nebraska, 9 miles beyond Cal Junction.

Brother Shinner is shown as he worked on a crossing gate at Missouri Valley. In the background is the yard office which houses the CTC control panel.

The official duty sheet listed the following inventory of equipment on Don Shinner's territory prior to the time of the new installation. Out of 80.8 miles of roadbed there were 46.2 miles of ATC and of course that is still true although 20 miles of that sum now also include CTC. There was a total of 50 separate blocks; 18 protected crossings including wig wags, flashing light and gates installations; 1 CTC control board (now 2); four 5D switch machines (now 6); 4 train order signals; 37 signals; 2 spring switches;

Early morning finds the maintenance crew ready to go. From left to right, they are: A. W. Davis, W. R. Kennedy, N. D. Hulsebus, and Don Shinner.



It is important to fully understand the morning lineup before occupying the main line. Brother Shinner is familiarizing himself with the train movements in the area before setting his motorcar on the track.

2 electric locked crossovers; and 6 electric locked switches. The recent CTC construction job hasn't altered the total much but circuitry on 20 miles of the original territory has become more complex.

Another recent improvement in the territory involved installation of 115 lb. rail on the district between Cal Jct. and Blair, Neb. Some ¼ mile long welded sections were installed. This has cut the number of rail bonds that were formerly maintained.

The C&NW rulebook requires that motorcar operators in CTC territory call the dispatcher before occupying the main line. The major portion of track assigned to the Missouri Valley crew is high speed territory, requiring strict compliance with this rulebook standard. If the dispatcher wants to call a maintainer in CTC territory, he activates a revolving white light which is mounted on the trackside of relay bungalows.

Top speed for freights is 60 mph and there are quite a few scheduled as well as the usual complement of extras and locals. During a 24 hour period there are 8 through freight trains over the Missouri Valley-Council Bluffs district and of course, east of Former Junction the traffic is swelled by traffic to and from the Nebraska and Sioux City Divisions.

Don Shinner has more seniority than any other member of the group working out of Missouri Valley. The two other maintainers are A. W. Davis, with 20 years experience, and N. D. Hulsebus with 18 years of service. W. R. Kennedy, an assistant with three years experience, together with a helper, round out the five man crew. All are members of Local 43. Brother Shinner has served as Financial Secretary of the Local for several years, and Brother Hulsebus is Recording Secretary and Local Chairman.

Brother Shinner devotes some of his spare time to the hobby of collecting stamps. His most recent project is a collection of commemorative issues of the late President John F. Kennedy. His interest especially extends to those issues printed in foreign countries. He collects letters with these stamps and then attempts to have them autographed by heads of those nations.

Don Shinner is a quiet spoken man but one with a droll sense of humor. Asked about any unusual happenings on his territory in recent years he's likely to talk about the "fried coon" incident. One might suspect it had something to do with hunting and extra-curricular activities along the right of way. Not so, the "fried coon" wasn't the palatable dish prepared by some work train chef but an unfortunate specimen who wandered into a 440 volt line and was cooked by the short circuits he created.

So that's how life is in a quiet town along the upper Missouri River country. A blend of Chicago and North Western railroading and signal maintaining at a place called Missouri Valley.

The Outdoor Scene

(Continued from Page 84)

you throw this letter around, it's your fault. (Unfortunately the young lady may have failed her science tests as she neglected to include her last name or return address.)

Members of our Brotherhood and the members of their family can earn a full 100 yard coil of eight pound test SCOTCH fishing line. Send a clear snapshot of a fishing or hunting scene and a few words telling what the photo is about.

Send it to Fred Goetz, Dept. SJLI, 0216 S.W. Iowa, Portland, Oregon 97201. Please mention your Local number.

Have You Contributed To The F.E.C. Special Assistance Fund This Month?

If Not, Send it Now To:

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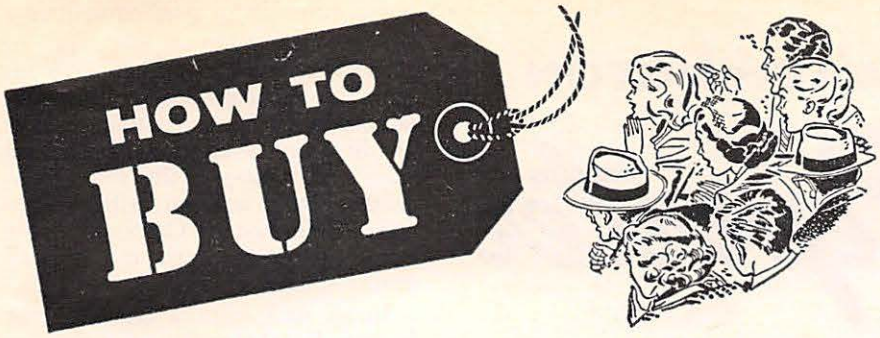


By SIDNEY MARGOLIUS, for The Signalman's Journal

Again we must warn wage-earning families to watch food bills this year. Wholesale food costs are running 4 percent higher than last year, according to the Dun & Bradstreet index. Some meat prices are noticeably higher, and require judicious selection, conservative use, and stretching with lower-cost alternatives.

Also watch your credit buying. The public has gone on a credit-buying spree. The mid-winter jump in installment debts was the largest in a year. The rise included personal loans and other installment credit besides auto financing.

There is no single measure of safe debt limit for all families. Much depends on your own fixed expenses, size of family, other obligations, etc. However, the more conservative retailers and lenders tend to suggest your total installment debts should not be more than 15 percent of your annual income. Stores that sell chiefly on installments tend to let you go into hock for up to 25 percent of income. Auto-finance companies usually require a monthly income of four times your monthly payments.

U. S. Agriculture Department's "Food & Home Notes" suggests that this is a good time to shop for an air conditioner before prices rise for the summer. You can get a new publication, "Equipment for Cooling Your Home," (No. HG-100), at no cost, by sending a postcard to Office of Information, U. S. Agriculture Department, Washington, D.C. 20250.

Here are other tips on family buying for March:

Durable Press Clothing: The National Retail Merchants Association has warned about exaggerated claims and cheap substitutes for garments claiming to be "durable press."

The durable-press garments are those treated with a chemical, then oven-cured, so they have a permanent press. This is a real boon, and especially helpful in work clothing as well as men's slacks, boys' school trousers and, most recently, women's slacks. Such garments, if properly made, require no ironing at all.

However, the retailers have found that some manufacturers use cheap cloth and take short-cuts in the finishing process, so that some garments sold as "durable press" fall apart prematurely. The problem is that the chemical treatment which gives the garment its permanent press also "tenderizes" cotton so that its abrasion-resistance is weakened.

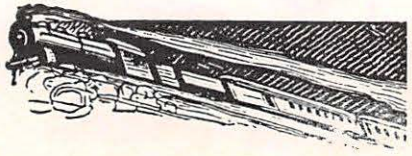
Thus, the basic fabric needs to be a durable grade. Work clothing and slacks made of thin, loosely-woven cotton, then chemically-treated for durable press, will be even more fragile.

In fact, James Stavrakas, textile expert for a leading retailer's testing laboratory, advises us that this firm has found that the most satisfactory "durable press" garments are those made of a blend of cotton and polyester (Dacron, Kodel, Fortrel, Vycron or Terylene). Then the slacks derive "memory" (ability to retain press during wear and laundering) from the synthetic fiber as well as the chemical treatment. Nylon also is sometimes used to give such garments added strength and permanent press.

A blend of 50-50 polyester and cotton is good, especially for heavyweight garments as work clothing, this expert advises.

The additional cost of the blended "durable press" garments definitely is worth the slight extra cost over all-cottons, not only for the additional crease resistance, but for the greater wear and soil resistance.

Any garment that has been chemcially treated still will not resist oily stains. Such stains should be prespotted with a liquid detergent before laundering, by working it into the spot.



Sometimes manufacturers also give durable press garments a stain-resistance finish like Scotchgard, which is helpful both for work clothing and boys' wear.

In general, wash-and-wear clothing will cost less this spring. The largest manufacturer has cut the price of polyester fiber which is used extensively now in blends with cotton to make automatic wash-and-wear shirts.

Usually the costlier shirts are 65 percent polyester and 35 cotton. These sell at around the $5 level in nationally-advertised brands, and $4 in the private brands of large retailers. Some branded shirts now also are offered in the $4 bracket with just 50 percent polyester. Check the fiber label to see how much of the desired polyester is provided.

Car Costs: Transportation costs, consisting largely of car expenses, have been rising faster than consumer prices in general, the Bureau of Labor Statistics index shows.

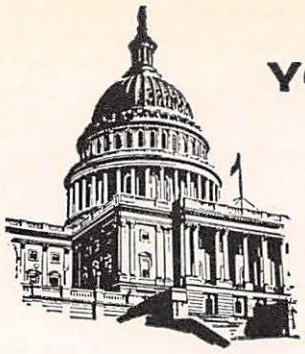
For one reason, used-car prices went up even in midwinter. Too, manufacturers unobtrusively raised tags on a number of new models, including the compact makes. Most cost $100 to $200 more than last year. They also are bigger; most, three to ten inches longer. In fact, some of the so-called compacts are as long now as some full-size cars were in 1958.

However, even the bigger, more-luxurious compacts still save over the cost of buying and operating even the lowest-priced of the full-size models. Assuming a $400 difference in price, we figure the compact-car buyer saves, during the first three years, perhaps about $167 a year. This reflects a saving of $24 on financing, $87 on depreciation and $56 on operating costs for 10,000 miles.

The saving on operating is based on a moderate estimate that a compact saves a little over half a cent a mile on cost of fuel, insurance and upkeep. Some authorities figure more.

After the first three years, lower depreciation and the end of the finance charge would reduce the savings to about $75 to $100 a year.

Food Buying Calendar: Eggs are the buy of the month. Production is heavy and prices low this year. Use eggs in main dishes and lunches to stretch costlier meat. Among meats, beef is relatively the better value, especially chuck. Pork is expensive this year, with prices of ham relatively reasonable. Also look for lower prices on canned pink salmon, in heavy supply.



YOUR WASHINGTON Reporter

By ALBERT H. JENKINS

IN TWO MESSAGES TO CONgress, President Johnson has pleaded for action to save and restore America's natural resources and beauty. He particularly emphasized the need to clean up the nation's once crystal clear but now badly polluted waters.

The President's pleas have had many repercussions in Congress. For example, Congressman Richard D. McCarthy, a Democrat from Buffalo on Lake Erie, told the House that the water of that lake, "if bottled today, would have to be labeled with the skull and crossbones" because detergents, sewage, pesticides and industrial wastes "have polluted our beautiful waters." "If this pollution continues unchecked, it could mean death to people, shipping, industry and recreation," he said.

McCarthy went on to tell how the once plentiful fish in Lake Erie have been almost destroyed by pollution; more and more of the lake's beaches bear signs warning "Closed —Unsafe for Bathing;" the lake is filling up with filthy sludge, and will become a "dead lake" if massive remedial action is not taken soon. The same is true of many other lakes.

Congress Urged to Save "Wild Rivers"

Senator Gaylord Nelson (Dem., Wis.) urged preservation of the St. Croix River, in his state and Minnesota, and other rivers which he named, as scenic "wild rivers" free from pollution, for the enjoyment and recreation of this and future generations of Americans. The beauty of the St. Croix and the quality of its water now are threatened by a project to build a huge private electric power plant on its shore, Nelson pointed out.

In the past, he said, "conservationists have lost thousands of contests. This has spelled the destruction of a major portion of America's resources. Most of our great rivers have been destroyed in the name of 'Progress.'

"George Washington," Nelson continued, "dreamed of the nation's Capital on the beautiful Potomac. But tons of silt, acids, industrial wastes and half-treated sewage have fouled this once sweet river and turned it into a national disgrace. Stand on the lawn in front of George Washington's Mount Vernon home today and gaze across the Potomac, and your view will be scarred by a sign proclaiming: 'Danger, Polluted Water.'

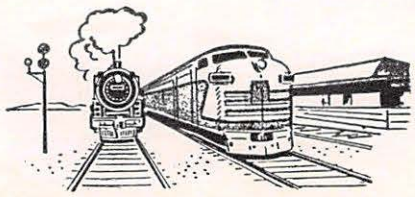
"Call the roll of the great American rivers," Nelson continued, "and you will have a list of the pollution problems of today."

President Johnson, Nelson, McCarthy and other devoted conservationists in and out of Congress have sounded the call for a new war to save and restore America's natural resources and beauty. They need your support.

Aid for Transportation

If the proverbial "Man from Mars" came to earth and took a look at our local passenger transport situation, he would think he was beholding a madhouse. On one hand, he would see swarms of automobiles more and more hopelessly jam-packing the roads into and out of cities. On the other, rail rapid transit and commuter lines offering speed and comfort, but many of them going broke and being abandoned.

For example, take the New Haven, which has long served commuters in New York, Connecticut, Rhode Island and Massachusetts, but which is in bankruptcy. The air in and out of Congress is full of various plans to save at least part of that line's commuter services, by public subsidies or public ownership.



Also, Governor Rockefeller of New York has proposed that his state buy and operate the Long Island, another major commuter line. Washington is formulating a rail transit plan despite the usual powerful opposition from selfish interests. Other Eastern Centers likewise face the need to overhaul and modernize commuter services.

In all such cases, a crucial factor is cost. It takes a lot of money to build, buy or subsidize a rail commuter line and to operate it. Many people think that much of the money must come from Federal, state or local taxes, but the city of Stockholm, Sweden, solved the problem in a different way. The story is told in a Consumer Reports magazine article entitled "Getting to Work and Back."

"When Stockholm years ago foresaw the need for new suburbs," the article says, "it bought low-priced land beyond the city limits. Now it is extending high-speed rapid transit lines into these undeveloped areas and building new communities along the routes.

"The rapid transit lines enormously increase the value of the outlying land and the income from this land can be tapped to help pay for the rapid transit. Stockholm thus harvests the land-boom bonanza that the new transit lines create." In other words, the city sells at high prices the land it bought cheaply before the lines were built.

"American cities," the article continues, "experience the same enormous inflation in outlying land values when improved transportation becomes available," whether it is rail or road transportation. For example, land along the new Dallas Central Expressway jumped 544 percent in value after that highway was built. Also, "communities along Boston's circumferential freeway report property (land) value increases as high as 700 percent," and "along the Eastshore Freeway in California average raw land values soared from $500 to $21,000 an acre."

"Similar land-value increases," the article adds, "occur when new transit lines are built, as Toronto's experience has shown."

Then the article points out this: "It is not necessary for a government body to buy land on the Swedish pattern in order to tap these unearned increments. Much the same result might be achieved by taxing the land-value increase that results when a freeway or rapid transit line is opened up, and using the proceeds to pay for the freeway or transit line."

Snooping Devices Invade Personal Privacy

The AFL-CIO Executive Council has strongly denounced the use of lie detector devices, "not only because their claims to reliability are dubious, but because they infringe on the fundamental rights of American citizens to personal privacy."

"Neither the government nor private employers should be permitted to engage in this sort of police state surveillance of the lives of individual citizens," the Council declared.

The top labor body made that strong statement after the Senate Constitutional Rights Subcommittee, headed by Senator Edward V. Long (Dem., Mo.), held hearings on a wide variety of electronic and other devices used by government agencies, police, private detectives, employers and others to "snoop" on people who do not know they are being watched or overheard.

In addition to electronic eavesdropping, the subcommittee is examining other government invasions of privacy, such as peepholes, 'mail covers,' censorship and psychiatric testing." The latter is done by the so-called "lie detector" machines and by asking numerous personal questions, such as "do you often have sex fantasies?"

At the subcommittee hearings, manufacturers of the snooping devices displayed them and proudly explained how they work for government agencies and any one else who has enough money to buy them.

Then Long said: "In a totalitarian society, privacy almost invariably gives way to law enforcement and surveillance techniques. We have had too many examples of that to close our eyes to a future Orwellian 'Big Brother' nightmare."

Highway vs. Rail

Industrial News Review recently compared "the freight-carrying capacity of a super highway with that of a modern rail line" and came up with these figures:

"By highway — in 24 hours, a four-lane two-way expressway can carry 18,000 trucks. Carrying 12 tons of freight each, that's a daily total of 216,000 tons. (Latest ICC figures on average load of motor common carriers.)

"By rail — in 24 hours, a double-track rail line with centralized traffic control can carry 18,000 freight cars, each carrying 43 tons of cargo (AAR, average load of freight cars, 1963). The day's rail total: 774,000 tons moved."

Determine Your Rights Under FELA

Members who are injured on the job and the dependents of those members who have been killed or have died as the result of such injuries should by all means ascertain their rights and benefits under the Federal Employers' Liability Act before attempting any settlement with the railroad.

Below is a list of attorneys who, on the basis of information made available to us, are competent to give full information and assistance to those in need of it.

This list is compiled and maintained on the strength of information furnished us by both attorneys and members. The accuracy of the list that we will publish from time to time depends entirely on the information furnished us. Therefore, everyone concerned is urged to keep us informed, regarding cases handled, nature of the case, terms of the settlement, commendations, criticisms, etc.

Vice President G. Orndorff, Room 1812, 220 South State Street, Chicago 4, Ill., has been designated to receive and compile this information.

Atlanta, Ga. Thomas J. Lewis, Jr., 905 Healy Bldg.
Tel. JAckson 2-4229

Baltimore 2, Md. Bernard M. Savage, 10 Light St., 30th Floor, Maryland National Bank Bldg.
Tel. MUlberry 5-2713

Bergenfield, N.J.
Charles J. Tyne
104 N. Washington Ave.
Tel. DUmont 4-9433

Birmingham 3, Ala.
Rives, Peterson, Pettus & Conway, Seventeenth floor, Twenty-one Twenty-one Building.

Boston 8, Mass. Francis H. Farrell, Suite 701, Old South Bldg., 294 Washington Street.
Tel. LIberty 2-3270

Chicago 2, Ill. Henslee-Monek-Henslee, 120 Madison Bldg.
Tel. STate 2-5925

Cleveland 14, Ohio. Howard M. Metzenbaum, 700 Union Commerce Bldg.
Tel. PR 1-4515

Denver 2, Colo. Alex Stephen Keller, 316 Symes Bldg.
Tel. ALpine 5-3603

East St. Louis, Ill. Dan McGlynn, 120 N. Main Street.

Fort Worth, Tex.
Contact George L. Schmidt, at Houston 2, Texas.

Houston 2, Tex.
George L. Schmidt, 1307 American Investors Bldg.
Tel. CA 2-2268

Kansas City, Mo. Ernest Hubbell, 2505 Power and Light Bldg., 14th & Baltimore Ave.
Tel. BAltimore 1-5666

Kansas City, Mo. Frank X. Mattes, 1014 Argyle Bldg.
306 E. 12th Street.
Tel. HArrison 1-5570

Los Angeles 13, Calif. Clifton Hildebrand, 408 So. Spring St., Suite 205.
Tel. MAdison 9-2214

Minneapolis 2, Minn. Eugene Rerat, 1100 First National Bank Bldg.
Tel. FEderal 9-9231

New York 17, New York. John V. Higgins, 535 Fifth Ave.
Tel. YUkon 6-1377

Oakland, Calif. Clifton Hildebrand, 1212 Broadway.
Tel. GLencourt 1-6732

Pittsburgh 19, Pa. Robert B. Ivory, 711 Frick Bldg.
Tel. GRant 1-4780

St. Louis, Mo. Ernest Hubbell, 408 Olive St. Suite 302. Tel. CHestnut 1-0505

St. Louis, Mo. Frank X. Mattes 611 Olive St., Suite 1814.
Tel. MAine 1-6992

Salt Lake City 1, Utah. Wayne L. Black, 530 Judge Bldg.
Tel. EMpire 4-3566

San Antonio, Tex., 78205, George L. Schmidt, 1515 N.B.C. Bldg.

Seattle, Washington, 98104, Arthur E. Piehler, 27th Floor Smith Tower.
Tel. Main 4-4700

Sherman Oaks, Calif. John M. Ennis, Suite 27, Lydee Bldg., 15445 Ventura.

Syracuse, N.Y. J. Murray Dunn, 707 State Tower Bldg.
Tel. HA 2-0303

Vicksburg, Miss. W. W. Ramsey, First National Bank Bldg.
Tel. VIcksburg 63-6-5561

Wichita 2, Kans. John C. Frank, 610 Union National Bldg.
Tel. HObart 4-0346

Wichita, Kans. Payne H. Ratner, 444 N. Market, P.O. Box 306
Tel. AMherst 2-6423

Benefits for Survivors of Railroad Employes

One of the valuable features of the railroad retirement system is the measure of income protection it provides to the family of a railroad employe in the event of his death.

At present, over a quarter of a billion dollars is paid in survivor benefits each year by the Railroad Retirement Board. The following questions and answers explain the types of survivor benefits payable under the system and the conditions under which a railroad employe's survivors are eligible for these benefits.

1. *What types of benefits are payable to the survivors of a railroad employe?*

The Railroad Retirement Act provides both monthly annuities and lump-sum benefits for the survivors of railroad employes. The type of benefit which is paid in an individual case depends on the age, marital status, and other characteristics of the survivors and on whether the employe was completely insured, partially insured, or not insured at death under the act.

2. *What kind of benefits are payable if I am completely insured when I die?*

Monthly benefits could be paid to:

(a) Your widow, if she was living with you at the time of your death and had been married to you for at least one year, and has not remarried, provided she is at least age 60 or has in her care a child of yours who can qualify for an annuity. (A dependent widower can also receive an annuity at age 60.) If the widow (or widower) had been married to the employe for less than a year, she may be able to qualify on some other basis.

(b) Each unmarried, dependent child who is either under age 18 or became totally and permanently disabled before 18.

(c) Each dependent parent who has reached age 60 and has not remarried since your death. A parent's annuity is payable only if you leave no widow (or widower) or child who could qualify for monthly benefits.

If no one is eligible for a survivor annuity for the month in which you die, an **insurance lump-sum benefit** can be paid to your widow (or widower), if she was living with you at the time of your death, or to the persons who paid the burial expenses.

3. *What kind of benefits could my family receive if I am only partially insured at death?*

If you are only partially insured at death, annuities could be paid to your eligible children and to your widow as long as she is caring for those children. If there are no survivors eligible for annuities, an insurance lump sum would be paid.

4. *Does the railroad retirement system provide any benefits to survivors that are not dependent on my insured status under the Railroad Retirement Act when I die?*

Yes. The **residual payment** does not depend on your insured status at death. This payment may be made if no other benefits are payable or will be payable in the future under the Railroad Retirement Act or the Social Security Act on the basis of your railroad service. It goes to a member of your family or to a designated beneficiary. It is intended to insure that you and your survivors will receive at least as much in benefits as you paid in railroad retirement taxes.

Also, a survivor (option) annuity may be paid to your widow, provided you had elected before July 31, 1946, to accept a reduction in your own retirement annuity.

5. *What requirements must I meet to be completely insured at death?*

Generally, you must have:

- At least 10 years of creditable railroad service, and
- Sufficient quarters of coverage, and
- A current connection with the railroad industry.

6. *How can I tell if I have sufficient quarters of coverage to be completely insured?*

You meet the quarters-of-coverage test if you:

- Have 40 quarters of coverage, or
- Have one quarter of coverage for every calendar year in your elapsed period, but not less than six. Your elapsed period begins after 1950, or after the year you reached age 21, if that is later. It ends with the year before you reach age 65 (62 for women), become totally disabled, or die, whichever occurs first.

7. *What do you mean by a current connection with the railroad industry?*

You will have a current connection with the railroad industry at

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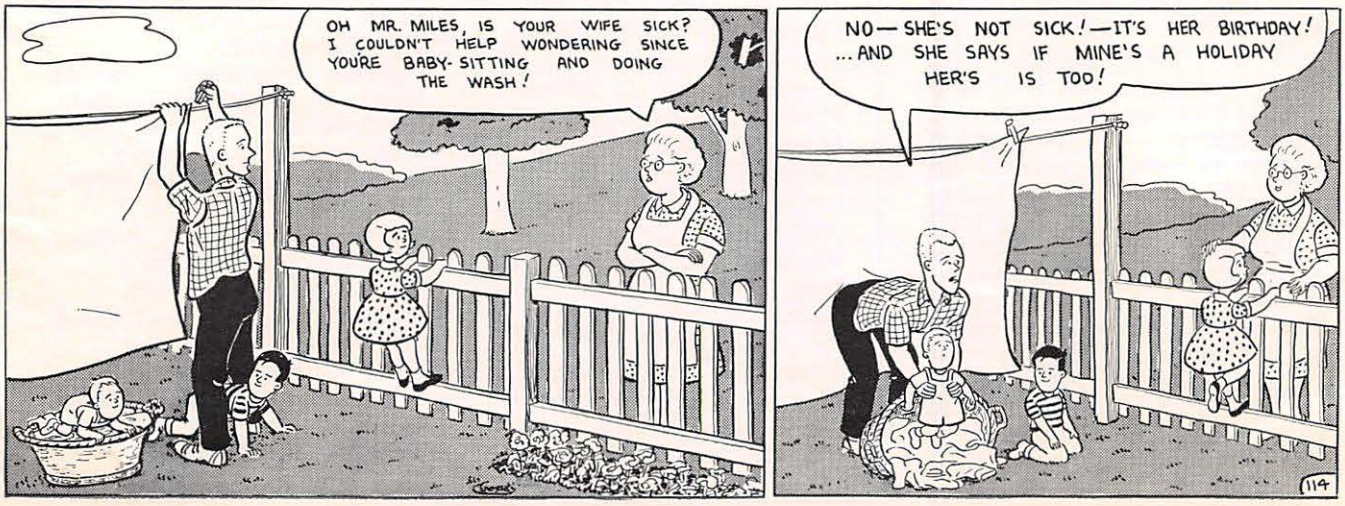
SIGNALMAN'S LAMENT **BY THOMAS**


OH MR. MILES, IS YOUR WIFE SICK? I COULDN'T HELP WONDERING SINCE YOURE BABY-SITTING AND DOING THE WASH!
NO—SHE'S NOT SICK!—IT'S HER BIRTHDAY! ...AND SHE SAYS IF MINE'S A HOLIDAY HER'S IS TOO!
114

death if you meet any one of the following tests:

(a) You were receiving a railroad retirement annuity and had at least 12 months of railroad service in the 30-month period before your annuity began, or in any earlier 30-month period which was not followed by any regular nonrailroad work for hire, or

(b) You had not retired, but had at least 12 months of railroad service in the 30-month period before you died or in any earlier 30-month period which was not followed by any regular nonrailroad work for hire, or

(c) You had no quarters of coverage based on social security earnings.

8. *What requirements must I meet to be partially insured at death?*

You must have:

- At least 10 years of creditable railroad service, and
- A current connection with the railroad industry, and
- At least 6 quarters of coverage in the period beginning with the third calendar year before the year in which you retire or die, and ending with the calendar quarter in which you retire or die.

Very few employes who meet the 10-year service requirement are only partially insured at death.

9. *How do I earn quarters of coverage?*

Generally, you receive credit for a quarter of coverage for every full $50 in railroad compensation you receive in the year. Only years after 1936 are considered for this purpose. You are also credited with a quarter of coverage for every calendar quarter in which you receive $50 in wages in social security employment. A calendar quarter begins on January 1, April 1, July 1, and October 1 of each year. You also receive credit for four quarters of coverage for every year after 1950 in which you earned at least $400 in net self-employment income under social security coverage. In any case, you are limited to four quarters of coverage in any one year.

10. *I spent several years in military service during World War II before returning to my railroad job. Will my military service help to insure me?*

Yes. If your military service is creditable under the Railroad Retirement Act or the Social Security Act, you can be credited with quarters of coverage for such service.

11. *My husband died last month. If I receive an insurance lump-sum death benefit, will it affect my rights to a monthly annuity in 1967 when I reach age 60?*

No. The payment of an insuranc lump-sum death benefit to a widow, widower, or parent under age 60 does not in any way affect the subsequent payment at age 60 of an annuity to the same survivor.

12. *My husband is a railroad employe with enough service and quarters of coverage to be insured under the Railroad Retirement Act. I am expecting my first child in 4 months. If my husband should die, could I and his unborn child receive any benefits?*

Yes. You could receive an insurance lump-sum benefit immediately. After the birth of your child, you could qualify for a widowed mother's annuity and the infant, for a child's annuity. In later years, you might be eligible for an aged widow's annuity.

Notice

The General Chairmen and System Officers of 23 railroad unions met in Philadelphia, Pa., on March 23 to reactivate the General Chairmen's Association on the Pennsylvania system. This organization has been dormant since 1959.

Officers elected to head the Association were: Chairman—A. Swilling, general chairman, O.R.T.; Vice Chairman—R. B. Park, general chairman, BofRS; and Secretary-treasurer—C. E. Wible, general chairman, BofRT.

Brothers H. E. White, IAM; R. I. Kilroy, ORT; T. J. Lacey, ATDA; M. H. Nelson, BLF&E; and A. Kaelin, TWU; were elected to draft tentative by-laws for the organization.

The organization is composed of system representatives of railway clerks, telegraphers, trainmen, engineers, firemen, signalmen, yardmasters, maintenance of way, police, dispatchers, dining car employes, station masters, red caps, blacksmiths and boilermakers, sheet metal workers, shopcraft supervisors, masters, mates and pilots, operating engineers, lighter captains, and seafarers. This group represents approximately 60,000 P.R.R. employes.

It is the intention of the Association to press the common and mutual interests of its members. At the present time the Association is vitally interested and concerned with: restrictions on pass privileges; the lack of necessary sanitary facilities, and other necessary requirements in employes headquarters; automation; and other matters of mutual concern.

R. B. PARK

RRB Seeks Help of Railroad Employes

Railroad employes can help to speed the payment of their claims for sickness benefits under the Railroad Unemployment Insurance Act. The Railroad Retirement Board urges employes to keep the following points in mind when filing a sickness application:

- Keep the "Application for Sickness Benefits" (Form SI-1a) attached to the "Statement of Sickness" (Form SI-1b). These forms should not be separated for any reason.
- Read the instructions on the sickness application carefully before completing this form.
- Check over the completed application for accuracy of information. The Board emphasizes that employes should make sure that their name and social security account number are printed clearly on both the application and statement of sickness.
- Have a doctor complete the "Statement of Sickness" promptly.
- Mail both completed forms to the Board within 7 days after becoming sick or injured. If the forms are not filed within 7 days, the employe should enclose a note explaining the cause of the delay.

An employe's first claim will usually be mailed to him within a week after his application and statement of sickness are received by the Board. Thereafter, if he completes and returns the claim form promptly, a new claim form will be mailed to him at two-week intervals.

If an employe has any questions regarding the filing or completion of his sickness application, he should get in touch with a Board office. The location of the nearest Board office may be found in the local telephone directory under U.S. GOVERNMENT. It is a good idea for the employe to keep an application on hand to use in case he becomes sick. Application forms can be obtained from railroad employers, railroad labor organizations, or any Board office.

SHANTY BANTER

THE GENTLE SEX(?)

May: "I wonder what boys talk about when they're out by themselves?"

June: "The same things as we do."

May: "Aren't they awful?"

There is no speed limit on the road to ruin.

ALMOST HAD A BALL

Basketball fan, arriving late at the game: "What's the score?"

Spectator: "Nothing to nothing."

Fan: "Good game?"

Spectator: "Don't know, it hasn't started yet."

A poor man can be happy, for no happy man can be poor.

SHOULD BE RETURNED

"This school has turned out some great human beings. From what school did you graduate?"

"No school. I was turned out."

Success is never permanent; neither is failure.

TIME AND MOTION EXPERT

"He's been sitting there for an hour doing nothing but wasting his time."

Tomorrow's highways are always under construction today.

EYE—TIRED

He: "You have such dreamy eyes. I've never noticed them before."

She: "I'm sleepy. You've never kept me out so late before."

A hero is no braver than the ordinary man, but he is brave a little while longer.

QUACK—QUACK

Teacher: "Who can tell us what a comet is?"

Boy: "I think I can. It's a star with a tail."

Teacher: "Yes, that is correct. Can you tell us the name of one?"

Boy: "Donald Duck."

The people who ought to have an inferiority complex seldom do.

EVER EVE

Male logic: "OK. I admit I'm wrong. What else can I say?"

Female logic: "Just admit that I'm right."

All you've got to do, do with all you've got.

CAPS ARE COSTLY

"Are you the young man who risked his life to save my son from drowning when he fell through the ice?"

"Yes, Ma'am."

"Well, where is his cap?"

"It's ridiculous the things people will do to get their names in the paper."

MOTHER TONGUE—TRIED

The young American who was visiting England for the first time, walked into the lobby of his hotel and pushed the button for elevator service.

"The lift will be down presently, Sir," said the hotel clerk.

"The lift? Oh, you mean the elevator," corrected the young American.

"No, I mean the lift, Sir."

"I guess I should know what it's called," boasted the young American. "Somebody from the United States invented the elevator."

"Perhaps," replied the hotel clerk, "but somebody in England invented the language."

Many TV shows would have happier endings if you would get out of your chair and turn off the set.

FOR THE BIRD

Customer: "I'd like that bird cage."

Clerk: "Will you take it with you?"

Cutomer: "No, I'll have the bird fly over for it."

Silence is one substitution for brains.

S.E.E.P.

The Society for the Elimination of Exclamation Points was recently formed.

Its members consist of those people who are no longer surprised at anything.

Sometimes the best way to convince a man he is wrong is to let him have his own way.

NEXT STEP—UNEMPLOYED

"Look here," said the boss to the clerk, "What does this mean? Someone just phoned and said you were sick and wouldn't be in the office today."

The clerk thought for a moment and then burst out laughing. "Ha! Ha! The joke's on him. He wasn't supposed to call in until next week."

In your next discussion don't try to get the last word first.

PERFECT SQUELCH

The young man, d i n i n g in the restaurant, turned around to the pretty girl sitting at the table behind him and said: "Pardon me, but I'm sure I've met you somewhere recently."

"Of course," said the pretty girl. "I go there often."

Live A Little Longer

Food and Health

By Dr. William A. Sawyer
IAM Medical Consultant

(This column is copyrighted by THE MACHINIST and is reprinted through the courtesy of the International Association of Machinists. Dr. Sawyer cannot answer individual correspondence.)

IF I WERE ASKED TO CHOOSE the most important subject related to health it would be nutrition. What you eat has, in my estimation, more to do in maintaining health than any other day-to-day necessity.

The activity of living requires plenty of energy. A well nourished blood stream circulating through one's body carries the health-giving elements which provide the necessary energy. If you have eaten the right variety of proteins, fats, carbohydrates, minerals and vitamins — enough of the most important, and not too much of others — you have a better chance of maintaining good health. To put it another way, a properly fed animal is more likely to be a healthy one.

Good eating habits, taking advantage of the many foods available, are not possible unless one has sufficient information about foods and uses it intelligently in their selection and preparation. Unfortunately there is considerable nonsense about foods and much misunderstanding of what is best. Food fads are likely to provide lop-sided diets, lacking in some of the protective elements.

The fact that health food stores are able to thrive indicates a lively interest in the relationship of food to health. Much has been written about the special values to our bodies of such things as yogurt, wheat germ, black strap molasses, honey, extract of rose hips, and various fruit and vegetable juices.

Many of these foods have real value but are rated much beyond their usefulness, and are expensive. And what is more, those who urge their use and so glibly praise them have neither sufficient knowledge nor scientific background in nutrition to speak with authority about them. Too often in recommending their use they ignore the healthful possibilities of plain, simple and less costly articles of diet. Also in their advocacy of such health foods, promoters take advantage of the public's lack of food information. They too often play upon the fears of the aged and chronically ill.

Many of us can remember when bran was recommended for "keeping regular." Its advocates forgot that bran is highly irritating to the intestinal system of some and if eaten in large regular amounts can result in loss of nitrogen in the bowel movements. Lemon juice has in the past been recommended as an early morning cocktail, also for the purpose of keeping regular. For some time now it has been known that tooth enamel can be dissolved by the rather strong acids in the lemon. Lemons and their juice are good for the human system, but they must be used in moderation. A great deal of health food advertising is aimed at the overweight. The obese person is easily misled by the advertiser. Various breads, crackers, candies and pills are offered as a way of eating fat off. Actually any food adds calories to the diet and it is the total intake compared with the amount burned that determines body weight. If intake exceeds output, weight is bound to increase.

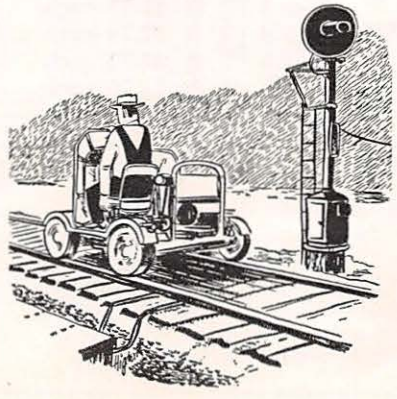
Many times an advertisement states that a certain food will give more vitamins, protein, iron, and quick energy, without a comparison of what other foods will do.

1965 Elections Will Have Double Barrelled Importance

They may not pack the wallop of the Johnson-Goldwater contest of 1964, but the city, county and state elections of 1965 have their own special importance.

Elections are scheduled this year in more than 1,000 cities of 10,000-and-over population in 43 states. In addition to these municipal elections, state and county elections will be held in nine states: Connecticut, Illinois, Kentucky, New Jersey, New York, Ohio, Pennsylvania, Virginia and Wisconsin.

The officials who will be elected by the people will make decisions that vitally affect the communities you live in, and your personal welfare and security. Industrial safety, local tax laws, schools and roads, street lighting and even garbage collection . . . . decisions on all these and other important issues are made by the officials who conduct the affairs of your town, your county and your state.



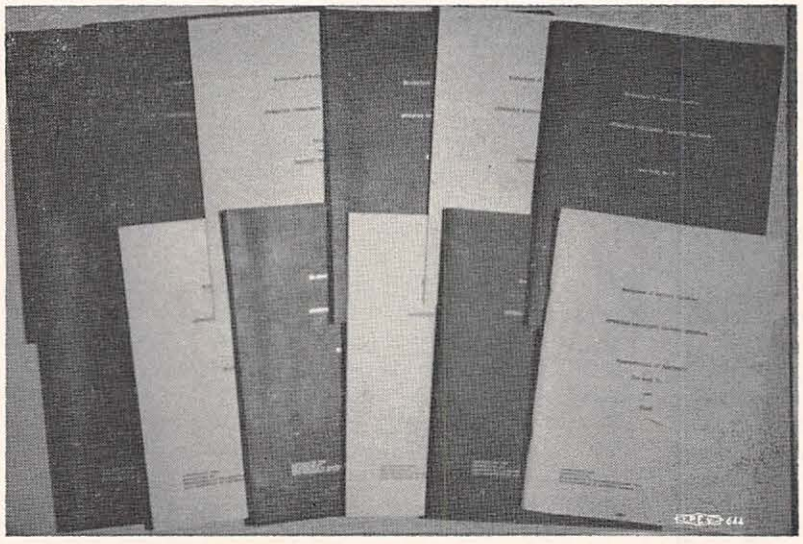
So working people and their families have a vital stake in this year's elections.

But there is another point. City, county and state elections are not only important in themselves but they are "equally important because of their potential effect on state and national elections in 1966.

"The 1965 elections afford a splendid opportunity to maintain and improve existing COPE machinery, to train new recruits and to provide additional activities to those who did such a good job in the COPE program in 1964."

Union members are urged to regard this year's elections not only in the light of their own very real significance, but as an opportunity to broaden all aspects of our political education program.

Now Available



Apprentice Signalman Training Program Texts Furnish Detailed Hard to Get Information

WELL TRAINED SIGNALMEN are necessary in the installation and maintenance of signal systems on our Nation's railroads.

The technology of modern signaling is advancing at a rapid pace. New developments are being made in this specialized field regularly. Are you keeping pace with the Industry? Where can you look for help?

The Brotherhood of Railroad Signalmen is offering a series of text books, prepared especially for signalmen, at a nominal cost. A thorough knowledge of the contents of these specially prepared texts will make you a valuable asset to the company for which you work.

Text No. 1 deals primarily with carrier rules, motorcar operations, and the fundamentals of electricity as relating to signal devices, circuit symbols and nomenclature.

Text No. 2 explains signal terms and definitions, relays and relay circuits, track circuits, line circuits, code lines, and batteries used in signaling. Meters are also discussed in this text.

Text No. 3 emphasizes and explains the purpose and function of different types of relays, automatic signaling, time code control, and deals with the first principles of electronics.

Text No. 4 explains in detail the use and function of traffic control systems of signaling, and an elementary study of power switch machines.

Text No. 5 furnishes information regarding crossing protection, steady track battery on coded track circuits, polar stick relays, both front and back contact cut sections, and ICC tests of signal equipment.

Text No. 6 deals exclusively with a simple automatic interlocking and modifications necessary to operate it by remote control.

Text No. 7 is a comprehensive digest of information related to the TCS control machine; the generation and transmission of codes; chain repeat action of coding units; and indication code preference.

Text No. 8 covers electric locked switches; and maintenance procedures for detector devices, coded track circuits, carrier equipment, and diesel generators.

Mr. C. J. Chamberlain, Secretary-Treasurer
Brotherhood of Railroad Signalmen
2247 Lawrence Avenue
Chicago, Illinois 60625

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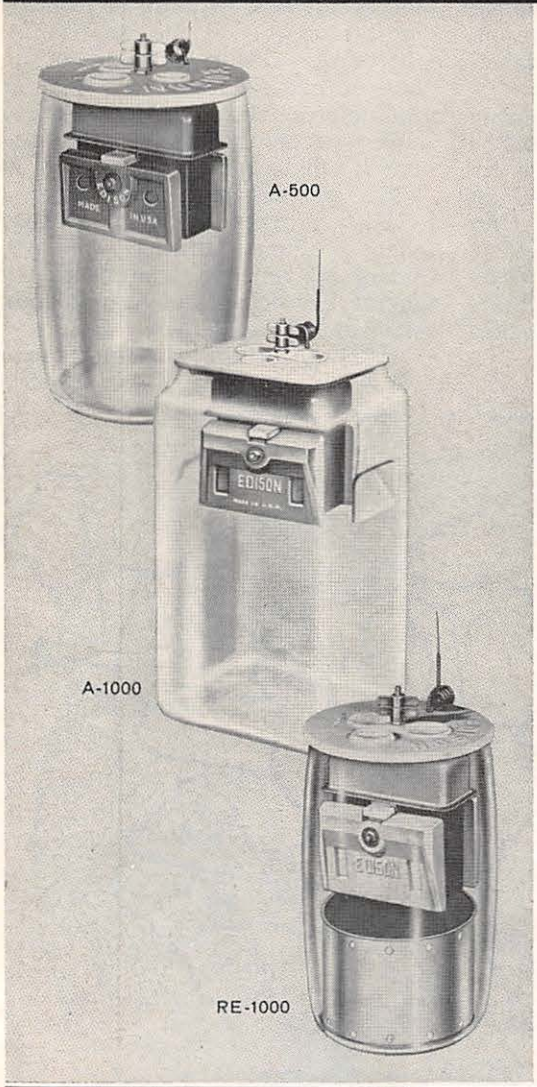
			25° Sol. Temp.	75° Sol. Temp.
A-500	1.1-1.3 V.	500	1.00	1.10
A-1000	1.1-1.3 V.	1000	1.20	1.50
RE-1000	1.1-1.3 V.	1000	1.20	1.50

*To cut-off voltage of 1.0 volt.



Whenever the higher renewable carbon cell voltage can be used to good advantage you'll find there is an EDISON cell with operating characteristics to fit the job.

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14 (b) An Invitation To Free Riders

ORGANIZED LABOR HAS made the repeal of section 14 (b) of the Taft-Hartley law its principal objective in the 89th Congress. And President Johnson has strongly indicated that he will ask the Congress to support such repeal.

Why is organized labor so intent on getting 14 (b) off the legislative books?

While it is deceptively simple in language, this so-called "right-to-work" proviso has become a protection for free riders, a union-busting weapon for the ultra rightists, and a refuge for the employer who wants to exploit his workers in order to gain more profits for himself.

Section 14 (b) of the Taft-Hartley law reads as follows:

"Nothing in this Act shall be construed as authorizing the execution or application of agreements requiring membership in a labor organization as a condition of employment in any State or Territory in which such execution or application is prohibited by State or Territory law."

And this brief statement of policy has encouraged some 20 states to enact laws far more restrictive than the federal act; laws that ban the union shop and deny both labor and management the right to negotiate in a free and open atmosphere. These laws hamstring union organizing and responsible development by banning union security provisions normally negotiated in legal labor-management contracts.

Right-to-work advocates, among them some of the most rabid of the right-wing, anti-labor groups now operating in this country, proclaim their concern for the worker. They have fervently endorsed his right to a better way of life through "freedom of choice"—that freedom being secured, they claim, by so-called state "right-to-work" laws.

This freedom they advocate so movingly is too often, for the worker, the freedom to work for subminimum wages and the freedom to be denied security and dignity on the job. The term "right-to-work" as applied to such state laws has absolutely nothing to do with anyone's right to a job or full employment.

Union security provisions are important to the economy of a state, not only to the union seeking them. Even in 1905 when unions in this country were still in their infancy, Samuel Gompers recognized the significance of union security. At the time the AFL president said:

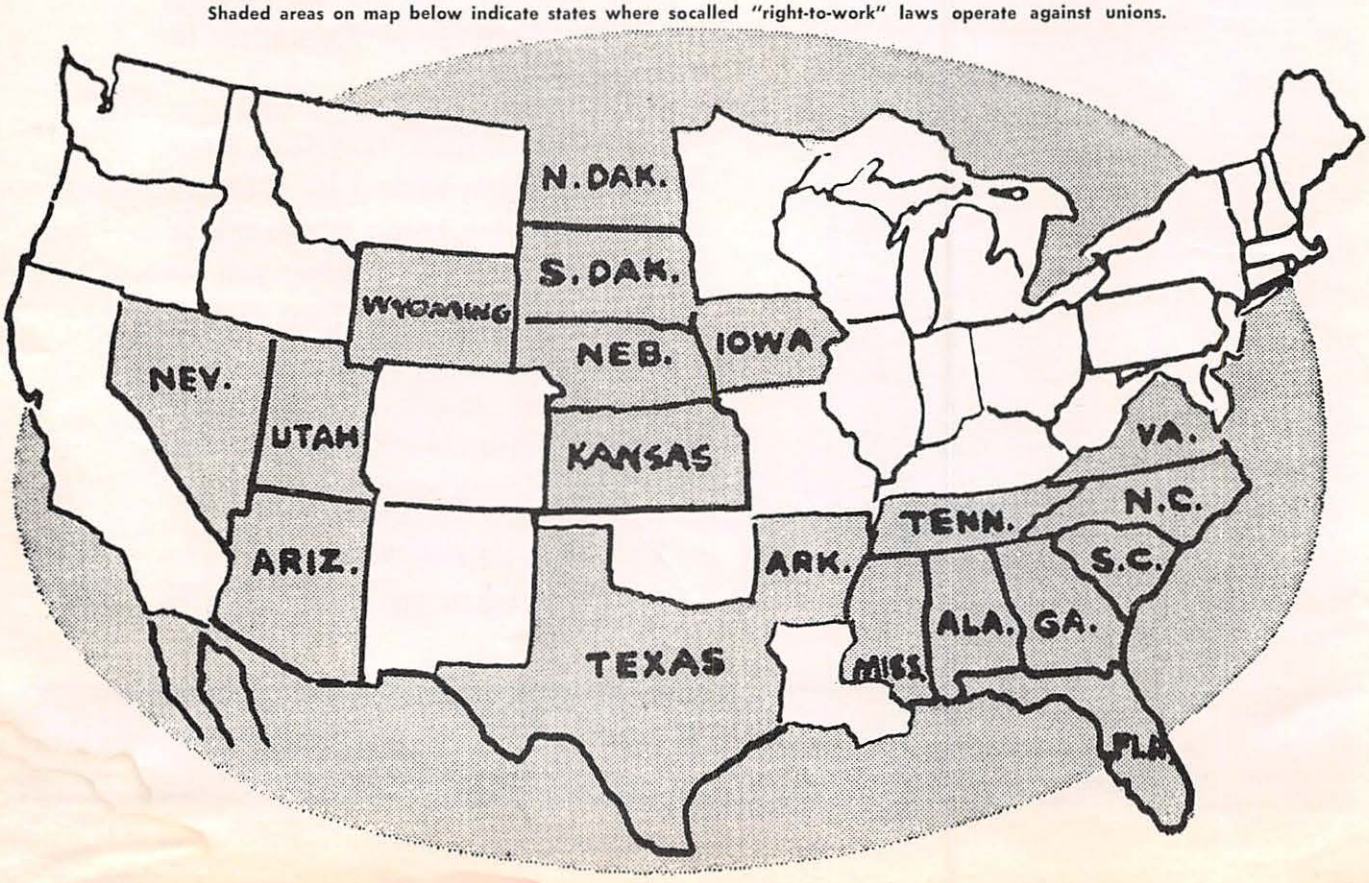
"The union shop, in agreement with employers, is the application of the principle that those who enjoy the benefits and advantages resulting from an agreement shall also equally bear the moral and financial responsibilities involved."

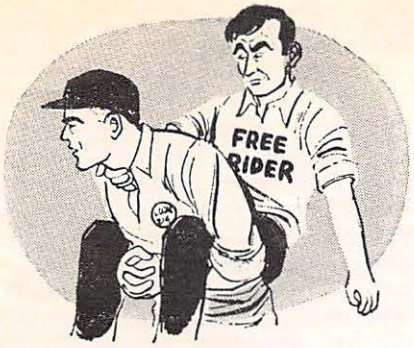
The key word is "responsibility." Under current federal law, the union that wins certification as bargaining agent for a majority of workers must represent all the workers in that unit—whether they are members or free riders. By law, that is the union's obligations. It is responsible for representing the entire unit, but it can be most effective only if all the workers are members.

Each worker gains a greater share of human dignity when his union is strong. He can be secure in the knowledge that he need not stand alone.

A union shop, the most ma-

Shaded areas on map below indicate states where socalled "right-to-work" laws operate against unions.





ture form of union security, operates only where a majority of the workers in a unit have decided in its favor and come to terms with the employer on a contract clause guaranteeing its existence. To oppose union security in any form, as the "right-to-work" advocates do, is to argue that a minority has even more rights than the majority. But that philosophy runs counter to all the common sense rules of democratic society.

Organized labor is not alone in urging repeal of 14 (b). Some of the nations's top employers are firmly convinced that responsible unions are good for business. And unions weakened by anti-labor laws cannot perform responsibly in society.

Where unions are strong, industry has prospered. In fact, most of the states where industry and commerce have grown fast and prospered most in recent years do not have union security bans.

The economic picture in "right-to-work" states is not so healthy. Mississippi, South Carolina, Arkansas, Georgia, and others in this category are in deep economic trouble. Pay levels, and therefore buying power, are low. And where capital investment does go into new plants and equipment, it generally is in low-wage industries.

The result? An economy as unbalanced on the industrial side as that of a one-crop agricultural state. Despite propaganda to the contrary, big industry tends to avoid relocating in low-wage, "right-to-work" states.

Kansas, in 1958, adopted a "right-to-work" law, hoping it would encourage big industry to migrate. So far, that piece of state legislation has had quite the opposite effect. And a Kansas newspaper columnist noted ruefully that big industries "shun a 'right-to-work' state as they would a pestilence." And Georgia, which adopted a "right-to-work" provision in 1950, has heard editorial voices calling for its repeal.

Today, 19 states have "right-to-work" laws banning union security provisions in collective bargaining contracts; five states that had such a law on the books have since repealed it. That means 30 states have rejected or refused to consider such laws.

Statistics show that the wage and income gap between "right-to-work" states and the nation as a whole has widened considerably since the restrictive laws became applicable. In each of these anti-union states, hourly wages and per capita personal income have been falling farther and farther behind the national average.

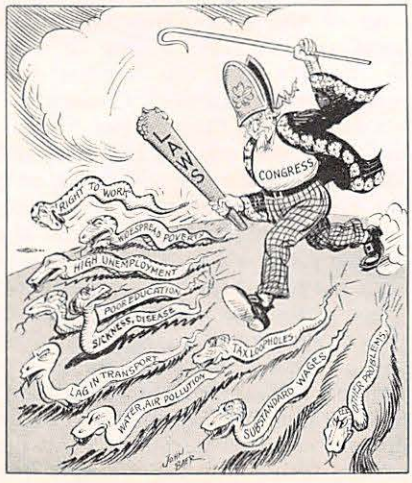
For many people, the continued existence or repeal of section 14 (b) of the Taft-Hartley Act is supposed to be a moral issue. Yet the nation's leading churchmen of all major faiths have declared the union shop to be morally and ethically, as well as economically, sound.

" 'Right-to-work' laws make the non-union worker a moral parasite in a democratic labor force," declared the Rabbinical Council of America. And the Rev. William J. Kelly, former chairman of the New York State Labor Relations Board, has charged that "right-to-work" laws are immoral according to Catholic social teaching.

On the same issue, the National Council of Churches had this to say:

"Union membership as a basis of continued employment should be neither required nor forbidden by law; the decision should be left to agreement by management and labor through the process of collective bargaining."

The state "right-to-work" laws swing the balance of justice unfairly to the side of the employer —a situation that runs counter to the best American traditions. Organized labor has sought repeal of section 14(b) because its removal will void the legality of the so-called state "right-to-work" laws for all industries covered by federal law. Labor's goal, in this case, is to achieve for workers throughout the nation the full freedom to agree or disagree on inclusion of union security provisions in their collectively bargained contracts. Repeal of 14(b) will nail down that freedom.



Veterans May Buy More NSL Insurance

The Veterans Administration has announced that those who have served in the U.S. armed forces may be eligible to buy additional National Life Insurance or convert to a modified plan.

Under a new veterans insurance law, a veteran is eligible to buy NSLI between Oct. 7, 1940, and Jan. 1, 1957, and has a service-connected disability and no uninsurable non-service disability which makes him uninsurable by commercial companies, and does not now have $10,000 government life insurance and is not now on active military duty.

Application for insurance must be made on or after May 1, 1965, but not later than May 2, 1966. For additional information, write or visit your nearest Veterans Administration office.

G.I. Bill for W.W. II Vets Helped Train Top Citizens

More than 7,800,000 World War II veterans—nearly half of the 16,500,000 U.S. participants — took some form of training under the G. I. Bill. Of the total enrolled:—

- 2,200,000 attended colleges and universities.
- 3,500,000 went to schools below college level.
- 1,400,000 underwent on-the-job training.
- 700,000 underwent on-the-farm training.

Today we are a far stronger nation because of the infusion of skilled and professional manpower gained through the G. I. Bill:

- 450,000 engineers, 180,000 doctors, dentists, nurses.
- 360,000 school teachers, 150,000 scientists, 107,000 lawyers.
- 243,000 accountants, 36,000 clergymen of all faiths.
- 17,000 writers and journalists, 711,000 mechanics.
- 383,000 construction workers, 288,000 metal workers.
- 138,000 electricians, 83,000 policemen and firemen.
- 61,000 printers and typesetters, and 700,000 who trained for business and executive careers.

The Florida East Coast Railway Co. Strike

This document, prepared as a research project by Miss Carliner in cooperation with Mike Marsh of Newspaper LABOR, pulls together in one place the facts about the FEC strike. Since the strike is now progressing into its 27th month we felt our readers would be interested in this review of action taken.

By Deborah Carliner

BY THE FALL OF 1964 THE non-operating employes of the Florida East Coast Railway Company had been on strike for more than a year and a half over a dispute that was settled nationally in June, 1962.

In September of 1961, the national unions of the non-operating employes asked for a 25c an hour increase and for six months' notice before elimination of a job or reduction in force. The railroads countered with a demand that wages be reduced by 20 percent and that only 24 hours' notice be required. Both collective bargaining and mediation attempts by the National Mediation Board failed to achieve a compromise.

In March, 1962, President Kennedy appointed a Presidential Emergency Board to review the dispute and to make non-binding recommendations. The Board reported in May, and on June 5, 1962, the eleven unions and 192 railroads signed an agreement, based on the Board's suggestions. It was stipulated that the companies pay a 10.28 cents' hourly increase retroactively (an average of 4.5 percent above the previous wage level), and that they give five days' notice in case of discharge.

FEC Withdrew from National Committee

In February, 1962, before the Board was established, the Florida East Coast Railway withdrew from the national conferences and later did not sign the agreement entered into by the other railroads. Negotiations between the Florida East Coast Railway and the unions began on August 20, 1962, on a local level.

The chairman of the railroad's board was Edward Ball, a stubborn man who has much power in Florida because he is the trustee of his brother-in-law's holdings, the Alfred I. DuPont Estate, worth perhaps $500 million. Ball made ten proposals to the unions, the last and most important of which was an offer of a staged five percent wage increase, coupled with a provision forbidding the unions to make new wage demands for 18 months. Although it would have meant an eventual gain half of one percent higher than the 4.5 percent agreed upon nationally, the union rejected the offer because it would have entailed the loss of benefits which the workers otherwise would have gained. The unions also were afraid that the contract would set a precedent for other railroads to act individually, and that if new wage discussions began, the employes of the Florida East Coast Railway would not be covered. If the FEC succeeded in withdrawing from national collective bargaining in order to work out its labor difficulties by itself, other railroads might do so too, and national collective bargaining would collapse.

With Talks at a Standstill Unions Withdrew from Service

With talks on the FEC's proposal having come to a halt, the unions of non-operating employes struck on January 23, 1963. Meanwhile, Ball withdrew his offer. At first, the unions' demand was for the national contract, but subsequently another issue was added which had arisen since the strike began. This issue involved that of the number of men needed to run the trains. Before the strike, the FEC had operated with 2,100 employes. By September 1964 it operated with 850. This reduction was partly due to the fact that passenger, mail, express, and less-than-carload freight service had been discontinued. Only carload freight was being hauled. The resultant reduction in the need for services performed by labor has been the major reason for the job elimination.

Number of "operating" workers was also reduced. These workers are normally paid according to mileage, one hundred miles being the base in freight service. Since the beginning of the strike, however, strike breakers have been willing to work by the day, and the hundred-mile runs were discontinued. Consequently, instead of three crews to run the train between Jacksonville and Miami, a distance of 360 miles, only one crew was being used in September, 1964, in a manner which the company considers to be more efficient than the previous arrangement.

Soon after the dispute started, attempts were made to settle the problem by Federal intervention. In November, 1962, the FEC had asked the National Mediation Board to set up an inquiry board to review the matter before the strike began, but the Board refused, on the ground that the dispute was the same one that had been settled nationally earlier that year. On March 15, 1963, Ball and union officials met at the office of Charles E. Bennett, Democratic Congressman from Florida. The meeting was short and unproductive. President Kennedy then sent Francis O'Neill, Jr., of the National Mediation Board, to Florida as his personal representative. O'Neill started discussions with the FEC management, but soon discovered a tape recorder being used which the railroad officials refused to turn off. O'Neill regarded this as an insult to him personally and to the Federal government, and walked out of the discussions.

On April 2, 1963, the FEC decided to impose new work rules on its operating employes, although an executive order issued by President Kennedy had banned such a change. As in the dispute with the non-operating employes, the FEC wanted to take its problems into its own hands rather than to settle nationally as the other railroads were doing. Because of the new work rules, the operating employes staged a walk-out on April 5. The Department of Justice then filed an injunction suit against the FEC for imposing the new work rules, calling the action in violation of the President's executive order. On May 11, by order of the court, the FEC rescinded the new work rules, and the operating workers canceled their strike.

Steps Taken by Federal Govt.

Further Federal attempts were made to settle the non-operating employes' strike, but Ball continued to make it difficult to discuss the situation and was unwilling to go to Washington to meet with Federal authorities. When Secretary of Labor Willard Wirtz wanted to confer with Ball, he refused to meet with Wirtz, claiming a dental appointment as an excuse. He was willing to meet with local union officials, but negotiations held on May 10 in Jacksonville failed. The unions again proposed their original request for an hourly increase of 25 cents; Ball made no offer at all. On May 13, Secretary Wirtz recommended arbitration. The unions accepted, but management refused. The Florida delegation to Congress had already sent to the President a letter urging him to do all he could, including possible arbitration, and the

Florida State Senate on May 24 unanimously passed a resolution asking President Kennedy to use his powers to end the strike.

When the summer of 1963 came, the FEC hired more strike breakers. It tried to induce the old employes to come back to work, but only 110 of the 1,900 men returned to their jobs. Attempts to recruit Cuban refugees collapsed when Cuban labor groups in exile urged all Cubans not to be strike breakers. The FEC then hired high school and college students on vacation to run the trains.

In the meantime, the FEC refused to pay its property taxes, and was reported losing money. Miami seized, but later returned, FEC property to compensate for the railroad's failure to pay city taxes. In August, the mayor of St. Augustine delivered a speech in which he promised the people of his city that he would get them the funds owed by the railroad to their city.

FEC Imposed Work Rules Force "Ops" To Join Strike

When, on July 2, 1963, the FEC again imposed new work rules, the operating employes joined their non-operating fellow workers and went back on strike. This was a mere formality, because the operating employes had not been working anyway, as they felt bound to honor the non-operating employes' picket line. When a nation-wide railroad strike was threatened at the end of August to protest new work rules planned by the rail companies, Congress passed an emergency law forbidding any unilateral changes for 6 months. With the signature of this bill by President Kennedy, the FEC rescinded its new rules and the operating employes canceled their strike but continued not to work in order to observe the non-operating employes' picket line. On September 1, the FEC issued what was called "Conditions of Employment of the Florida East Coast Railway Company," which left all decisions on pay, hours, and terms of work completely up to the management. These "Conditions" applied only to the strike breakers, who also were forced to sign an agreement prior to being hired that made them, and not the FEC, liable for injuries received on the job during the training period.

"Conditions of Employment" established that (1) employes must do whatever supervisors tell them to do, regardless of the employes' qualifications for the task; (2) new hourly pay rates would prevail — some higher, some lower than the previously established rates—but all subject to change without notice; (3) new seniority lists would be drawn up which management could change at any time; (4) all jobs be based on time rather than distance travelled; (5) the job of fireman be eliminated; (6) in case of a reduction in force, fitness, ability, and seniority would prevail, with management the judge of all three; (7) paid vacations were to be discontinued; (8) an employe could be represented in proceedings with the management only by another worker employed in the same field by the FEC. The document stated that efficiency would be maintained by a system of demerits and reprimands, or by dismissal.

On September 11 and 12, 1963, some FEC strikers picketed Cape Canaveral. When workers there honored the picket line, and work on the man-to-the-moon project was halted, President Kennedy appointed a three-man board to look into the strike because of the threat to the work at Cape Canaveral. On this board were Assistant Secretary of Labor James J. Reynolds, as chairman; Deputy Assistant Secretary of Defense Stephen N. Shulman; and Walter L. Lingle, Jr., Deputy Assitant Administrator of the National Aeronautics and Space Administration. On October 1, Ball urged in his testimony to this board that President Kennedy send in the United States Army to help run the trains. The inquiry board felt differently, however. It found the strike to be detrimental to the nation's defense and space projects and suggested that NASA put into effect an embargo on all goods shipped by the FEC until the strike was over; that government contractors be told that delays due to actions by the FEC would not be excusable under their Federal contracts; that, if the strike were not settled by the time a new railroad line would be running into Merritt Island and Cape Canaveral, the FEC not be allowed to operate it, since this line was being built with government funds.

Publicity Campaign by FEC

Tremendous publicity was given the strike all over the national press. Much of the publicity given to the FEC strike was due to the frequency with which derailments and train wrecks were taking place. Immediately after the FEC management had rejected the proposals of the inquiry board in October, a massive wreck occurred. The FEC management claimed that strikers had sabotaged the trains, but the unions blamed the damage on poor maintenance and negligence. Numerous other wrecks and automobile accidents at FEC crossings have occurred, which caused deaths and injuries, and each time a discussion has arisen as to what caused the mishap. In one case, four union men were arrested and convicted of attempting to dynamite a train.

So many accidents have occurred that officials of various cities in Florida have complained that FEC crossings were unusually dangerous. There were additional troubles: in the fall of each year, the FEC used to hire the services of an Arlington, Va., firm to spray the weeds along FEC tracks with poison. The year of the strike, the FEC decided that since untrained men were running the trains, the same men could also spray the weeds. As a result of using inexperienced labor to perform this task, however, cattle and wildlife along the railroad were killed as well as the weeds.

President Named Board To Investigate Dispute

After meeting with Ball and the new Federal mediator, Frank K. Switzer, Francis O'Neill, Jr., now chairman of the NMB, claimed that negotiations had failed and that arbitration should be resorted to. On November 9, 1963, Kennedy appointed a Presidential Emergency Board comprised of Harry H. Platt, Detroit attorney and arbiter, as chairman; Paul N. Guthrie, North Carolina economics professor and arbiter; and Derek Bok, California professor of labor law, to conduct a 30-day investigation of the strike and to make recommendations. In the interval, according to the Railway Labor Act, the strikers were to go back to work under the conditions prevailing before the strike. The unions were willing to do so, but Ball refused to discharge the hundreds of strike breakers whom he had hired. The Justice Department, consequently, filed an injunction suit in Jacksonville on December 6 to make the FEC comply with the order, but the court refused to issue an injunction, and the FEC was not compelled to reinstate the striking employes. The Emergency Board continued its investigation and recommended to President Johnson on December 23 that the FEC comply with the terms of the agreement reached nationally by the unions and the other railroad companies. Furthermore, it was recommended that the FEC fire its new strike breakers and rehire, on the basis of the employes' seniority before the strike, its old workers. Because of the long and costly strike, the Board suggested that the FEC

shop working elsewhere must be treated separately. The language of these rules would appear equally applicable to employes possessing seniority in either or both seniority districts. Thus employes with seniority in both districts are clearly dealt with in the same manner under the other seniority provisions of the agreement. Rules 32 and 42 for instance make reference to displacement procedures of Rule 30 and require that employes, including shop employes, must follow the procedures of that disputed rule. It is argued by the Carrier that Rule 30 is limited in application to employes in the seniority district composed of construction and line-of-road maintenance forces, but other rules require all employes to follow its provisions. The Carrier acknowledges that shop employes are not mentioned in Rule 30 but it has had to read their inclusion into Rule 30 to have any procedure which would cover displacement therein. Its concepts are followed in cases of reduction in signal shops and when an employe with seniority both in line-of-road maintenance and shops has exhausted his bumping rights in the former, and, under its theory, acquires rights in the latter.

Thus we must conclude that the parties have interpreted the provisions of Rule 30 to be equally applicable to maintenance and construction as well as shop seniority districts. This being the case, it therefore follows that the claimant in this case should have been given an opportunity to bump into the three junior positions in class with recognition of his seniority in both districts. We find nothing in the language of Rule 30 which limits him to his displacement opportunities, or which requires him to exhaust displacement rights in one seniority district before exercising them in the other.

If claimant had protected seniority in both districts he had the right to bump a junior employe regardless of in which district he was working. This is consonant with the Carrier's recognition of his right to bump into the district where he had formerly worked and still maintained seniority. There has been nothing cited by the parties to have us believe that he loses seniority in one district when he goes to work in the other. This being the case he should be permitted to return to a position in his former district when his job in the other is abolished. It would be unreasonable to contend that once displaced he can only get into a junior position in which he still has seniority, because it is in another district only by bidding for a vacancy. That would appear contrary to the whole concept of displacement on the basis of job seniority.

Findings: That the Agreement was violated.

Award: Claim sustained.

Award Number 13376
BofRS vs. Chi. Milw. St. P&P

Claim: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago, Milwaukee, St. Paul and Pacific Company that:

(a) The Carrier violated the current Signalmen's Agreement, as amended, particularly Rule 66, when it failed and/or refused to transfer Mr. L. A. Mahnke to the signal maintainer position to which he was assigned by letter of November 3, 1960, file 13 CT, within 15 days after the close of the bulletin.

(b) The Carrier should now be required to compensate Mr. Mahnke for 8 hours' pay at the pro rata rate of the position to which assigned for each work day of that position Wednesdays through Sundays from November 16, 1960, until December 4, 1960, inclusive.

(c) The Carrier should also be required to compensate Mr. Mahnke the difference between the amount received and the overtime rate of pay of the position to which assigned by letter of November 3, 1960, file 13 CT, for every Monday and Tuesday that he has worked from November 16 until December 7, 1960, inclusive.

Opinion of the Board: The facts and issues in this case are comparatively simple.

We are concerned primarily with Rule 66 (b) of the Agreement which reads as follows:

"(b) Transfer of successful applicants to new assignments will be made within fifteen (15) days after close of the bulletin . . . ."

The position of 2nd trick signal maintainer was advertised October 20, 1960, in Signal Bulletin 170-60. On November 3, 1960, Claimant Mahnke was advised that he was being assigned to that position. On December 7, 1960, Claimant was notified he was to take over the regular duties of the position. Claimant contends he should be compensated for every day he was improperly held out of the 2nd trick signal maintainer position and for the time he was required to work on the rest days of the position if he had been properly transferred.

Carrier contends that prior to making application for and being assigned to the 2nd trick signal maintainer position Claimant was the regularly assigned occupant of the leading signal maintainer position at Tower 2; that from November 16, 1960, through December 6, 1960, Claimant occupied and was paid the higher rate of the leading signal maintainer position; that he was off two rest days on each week that he thus worked; that there were no lost earnings on Claimant's part during the period of the Claim (which is not denied) but to the contrary he received compensation in excess of that he would have received on the new position; it is Carrier's further contention that operational requirements prevented Claimant's transfer to the new position (this is not denied by Claimant in the record); Carrier maintains that Rule 66 (b) does not contemplate any penalty in the event the transfer of a successful applicant to his new assignment cannot, as in the instant case, be made within 15 days.

Rule 84 of the Agreement reads as follows:

"RULE 84. An employe covered by this agreement who suffers loss of earnings because of violation or misapplication of any portion of this agreement will be reimbursed for such loss by the Railroad Company."

There is nothing in the record indicating the Claimant has in any respect sustained any loss of earnings nor that Claimant has in any way been damaged.

Though it is debatable whether or not there has been any actual violation of the Agreement under the facts of this case, if necessary to preserve the rights of the Organization under the Agreement, we do find that there has been a failure on the part of the Carrier to comply with the provisions of Rule 66 (b) of the Agreement. The action of the Carrier was neither willful or deliberate.

Findings: Carrier has failed to comply with the provisions of Rule 66 (b) of the Agreement.

Award: Claim denied in accordance with the Opinion.

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When, on July 2, 1963, the FEC again imposed new work rules, the operating employes joined their non-operating fellow workers and went back on strike. This was a mere formality, because the operating employes had not been working anyway, as they felt bound to honor the non-operating employes' picket line. When a nation-wide railroad strike was threatened at the end of August to protest new work rules planned by the rail companies, Congress passed an emergency law forbidding any unilateral changes for 6 months. With the signature of this bill by President Kennedy, the FEC rescinded its new rules and the operating employes canceled their strike but continued not to work in order to observe the non-operating employes' picket line. On September 1, the FEC issued what was called "Conditions of Employment of the Florida East Coast Railway Company," which left all decisions on pay, hours, and terms of work completely up to the management. These "Conditions" applied only to the strike breakers, who also were forced to sign an agreement prior to being hired that made them, and not the FEC, liable for injuries received on the job during the training period.

"Conditions of Employment" established that (1) employes must do whatever supervisors tell them to do, regardless of the employes' qualifications for the task; (2) new hourly pay rates would prevail — some higher, some lower than the previously established rates—but all subject to change without notice; (3) new seniority lists would be drawn up which management could change at any time; (4) all jobs be based on time rather than distance travelled; (5) the job of fireman be eliminated; (6) in case of a reduction in force, fitness, ability, and seniority would prevail, with management the judge of all three; (7) paid vacations were to be discontinued; (8) an employe could be represented in proceedings with the management only by another worker employed in the same field by the FEC. The document stated that efficiency would be maintained by a system of demerits and reprimands, or by dismissal.

On September 11 and 12, 1963, some FEC strikers picketed Cape Canaveral. When workers there honored the picket line, and work on the man-to-the-moon project was halted, President Kennedy appointed a three-man board to look into the strike because of the threat to the work at Cape Canaveral. On this board were Assistant Secretary of Labor James J. Reynolds, as chairman; Deputy Assistant Secretary of Defense Stephen N. Shulman; and Walter L. Lingle, Jr., Deputy Assitant Administrator of the National Aeronautics and Space Administration. On October 1, Ball urged in his testimony to this board that President Kennedy send in the United States Army to help run the trains. The inquiry board felt differently, however. It found the strike to be detrimental to the nation's defense and space projects and suggested that NASA put into effect an embargo on all goods shipped by the FEC until the strike was over; that government contractors be told that delays due to actions by the FEC would not be excusable under their Federal contracts; that, if the strike were not settled by the time a new railroad line would be running into Merritt Island and Cape Canaveral, the FEC not be allowed to operate it, since this line was being built with government funds.

Publicity Campaign by FEC

Tremendous publicity was given the strike all over the national press. Much of the publicity given to the FEC strike was due to the frequency with which derailments and train wrecks were taking place. Immediately after the FEC management had rejected the proposals of the inquiry board in October, a massive wreck occurred. The FEC management claimed that strikers had sabotaged the trains, but the unions blamed the damage on poor maintenance and negligence. Numerous other wrecks and automobile accidents at FEC crossings have occurred, which caused deaths and injuries, and each time a discussion has arisen as to what caused the mishap. In one case, four union men were arrested and convicted of attempting to dynamite a train.

So many accidents have occurred that officials of various cities in Florida have complained that FEC crossings were unusually dangerous. There were additional troubles: in the fall of each year, the FEC used to hire the services of an Arlington, Va., firm to spray the weeds along FEC tracks with poison. The year of the strike, the FEC decided that since untrained men were running the trains, the same men could also spray the weeds. As a result of using inexperienced labor to perform this task, however, cattle and wildlife along the railroad were killed as well as the weeds.

President Named Board To Investigate Dispute

After meeting with Ball and the new Federal mediator, Frank K. Switzer, Francis O'Neill, Jr., now chairman of the NMB, claimed that negotiations had failed and that arbitration should be resorted to. On November 9, 1963, Kennedy appointed a Presidential Emergency Board comprised of Harry H. Platt, Detroit attorney and arbiter, as chairman; Paul N. Guthrie, North Carolina economics professor and arbiter; and Derek Bok, California professor of labor law, to conduct a 30-day investigation of the strike and to make recommendations. In the interval, according to the Railway Labor Act, the strikers were to go back to work under the conditions prevailing before the strike. The unions were willing to do so, but Ball refused to discharge the hundreds of strike breakers whom he had hired. The Justice Department, consequently, filed an injunction suit in Jacksonville on December 6 to make the FEC comply with the order, but the court refused to issue an injunction, and the FEC was not compelled to reinstate the striking employes. The Emergency Board continued its investigation and recommended to President Johnson on December 23 that the FEC comply with the terms of the agreement reached nationally by the unions and the other railroad companies. Furthermore, it was recommended that the FEC fire its new strike breakers and rehire, on the basis of the employes' seniority before the strike, its old workers. Because of the long and costly strike, the Board suggested that the FEC

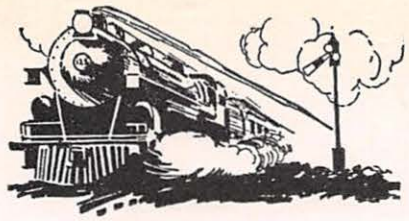
should not have to pay any wages retroactively. The Board's recommendations were not binding, however, and the FEC ignored them.

In January, 1964, officials began to move against the FEC. Miami's mayor threatened to ask a court for the appointment of a receiver to take over control of the FEC from Ball.

Miami Protests to PUC

On January 15, Miami formally petitioned the Florida Public Utilities Commission to require the FEC to run at least one passenger and one freight train each way daily between Jacksonville and Miami, as required by state law. On January 30, 1964, NASA guards stopped a scab train on the track running to Merritt Island. According to the inquiry board set up by President Kennedy, the FEC was not supposed to operate the railroad until the strike was settled, and since the dispute was still going on, the railroad was in violation of that order. Subsequently, however, the FEC has been permitted to use and operate trains on the track.

On February 26, 1964, Senator Wayne Morse, Democrat from Ore-



gon, introduced a bill which, if passed, would include Ball's financial holdings under the Bank Holding Company Act of 1956. That Act forbade the same interests to own both banking and non-banking enterprises. The DuPont Estate was exempted from the Act, partly on the excuse that it gave much of its earnings to charity. In reality, however, the bulk of its money has been going to Ball's sister, Jessie Ball DuPont, DuPont's widow. The DuPont Estate has vast holdings: it controls the 31 banks of the Florida National group; the Florida East Coast Railway plus a smaller railroad in the Florida panhandle, called the Appalachicola Northern; the St. Joe Paper Company which owned 1.1 million acres of timber land in Florida alone; Miami real estate worth $19 million; and numerous shares in DuPont and General Motors stocks. If enacted, Morse's bill would have done much to reduce Ball's power in Florida. The bill received support from some members of the Senate Banking Committee, the Committee handling that kind of legislation. Because of the civil rights filibuster, however, no action was taken in the 88th Congress, and the bill died when the Congress adjourned. In the House, a comparable bill was introduced by Rep. Wright Patman, Democratic Representative from Texas, on April 6, 1964. Hearings were held in the House Banking Committee, but the bill was not reported out of that Committee by the time Congress adjourned.

Immediate End to Strike Unlikely

Unfortunately, there is little hope of a settlement of the strike in the near future because the FEC is able to operate its railroad profitably with the use of strike breakers. Possibly, new legislation will be introduced in the Congress which, by breaking up the hold which Ball and the DuPont Estate have on Florida property, will result in the eventual end of one of the longest strikes in American labor history.

Labor Takes A Look At The Returning Peace Corps Volunteer

A CONFERENCE TO DISCUSS the role of returned Peace Corps Volunteers in American life has given Organized Labor its first close look at some people who may play a vital role in tomorrow's union affairs.

The conference, called by President Johnson and Vice President Humphrey, was organized into serious workshop groups. One of the most vital was the meeting between former Volunteers interested in the labor movement, and a panel of AFL-CIO leaders. The Labor Workshop, ran for three days at the U.S. State Department in Washington.

Labor's role as a social force was the answer most frequently heard. Labor's potential in international affairs was a close second.

John Coyne, a returned Volunteer from Ethiopia, who grew up in a Steel Worker family, defended against the charge that "Labor leaders are rapidly becoming like sextons in a cathedral — caretakers of an edifice that is all but completed." Coyne said, "If you ask returned Volunteers what they are looking for in America, they will generally answer that they are looking for challenge and the chance to be creative.

"Certainly, the labor movement is one area of our society which is beset by challenge, one area that must be creative. Automation, and a non-farm work force that is 68 percent unorganized, are among the challenges to which the movement must effectively respond if it is to remain a major force in our society."

Melanie Yaggy, Chapel Hill, N.C., told the workshop of exploited sugar field workers in the Philippines, and urged the AFL-CIO through its international affiliates to "Organize these people, get them a living wage, and end one of the grimmest examples of feudal-system exploitation one can witness in the twentieth century."

Victor Reuther, director of International Affairs for the United Auto Workers, whose son is a Peace Corps Volunteer, said, "While the Labor Movement is guilty of the ills of the whole society, it is still **that society's most dominant social force."**

Ben Segal, education and international affairs director for the International Union of Electrical Workers, proposed that unions find a way to subsidize prospective Volunteers, "In order that financial obligations cannot hinder people who otherwise could become excellent grass-roots diplomats in Peace Corps service."

Leo Perlis, director of community services for the AFL-CIO, and a member of the American Newspaper Guild, said, "American labor is historically international in its perspective." As the "conscience of the world," Perlis said Labor had initiated the CARE movement, lent support to Cuban and Hungarian refugee organizations, was the first advocate of free public schools, and was most responsible for compulsory vaccination against communicable diseases.

It's a two-way street: Labor wants returned Volunteers; Peace Corps needs Volunteers from the Labor Movement.

National Railroad Adjustment Board Awards

Award Number 13327
BofRS vs.W.P.

Claim: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Western Pacific Railroad Company: On behalf of signal maintainer F. N. Dudley, Sand Pass, for a two hour and forty minute call on July 29, 1960, account trouble on his district and another Maintainer was called.

Opinion of the Board: In the afternoon of July 29, 1960, a severe rain and electrical storm occurred in the District for which Claimant was signal maintainer. Claimant called the general signal maintainer, a non-supervisory employe, and asked him to run some indication codes on his territory and during the conversation told the general signal maintainer that he (Claimant) was scheduled to begin his vacation. The general signal maintainer checked with the Dispatcher and informed Claimant that everything was all right in his District; and, left a note for the signal supervisor that Claimant would be on his vacation — there is no evidence in the record as to why the note was drafted. Thereafter, on the same day at about 9:00 p.m., signal trouble was reported by Train No. 1 — a light out — in Claimant's District. The supervisor assumed, from the note which he had received from the general signal maintainer, that Claimant was unavailable at that time and proceeded to give the call to a signal maintainer on a District adjacent to that of Claimant.

It is uncontradicted that Claimant was available at the time; and, the Carrier admits that "It has always been the practice . . . to call the maintainer on whose district trouble develops if they have not notified their superior that they will be away."

There is no evidence in this record that Claimant had notified his superior that he would be away at the time that the need for the call arose.

The date of the call was Friday, July 29. The following Saturday and Sunday, July 30 and 31, were Claimant's rest days. He was scheduled to begin his vacation on Monday, August 1.

When the Supervisor assumed that Claimant was not available and proceeded to give the call to another, he took the risk which would flow from the assumption not being supported by fact. Therefore, since Claimant was available; had not informed his supervisor that he would not be available; and, Carrier admits that if he was available, past practice dictated that he should have received the call, we will sustain the Claim.

Findings: That Carrier violated the Agreement.

Award Number 13388
BofRS vs. SAL

Claim: (a) The Carrier violated the current Signalmen's Agreement when it refused to permit signal helper L. S. Smith, with headquarters at Zephyrhills, Florida, and working as a signal helper in a line-of-road maintenance position, to displace a junior signal helper in the Ocala, Florida, Signal Shop when he (Smith) was furloughed. Claimant Smith holds seniority in the signal shops and on the system seniority rosters. The Brotherhood contends that Claimant Smith should have been allowed to displace the junior signal helper in the Ocala Signal Shop as that employe was junior to Claimant Smith and in addition was one of the three junior signal helpers in Maintenance on the supervisor's district in which the Ocala Shop is located.

(b) The Claimant since this claim was initiated has been promoted to a higher position and the question of permitting him to displace the junior signal helper in the Ocala Shop is no longer pertinent to this case. However, this Board is asked to render an official interpretation on the current Signalmen's Agreement to determine if the Carrier was correct in this case of if the Brotherhood's contentions are the proper course to follow in future instances similar to the instant case."

Opinion of the Board: The Carrier maintains two seniority districts. One covers all construction and line-of-road maintenance forces and the other all signal shop employes. On March 5, 1953, L. S. Smith established seniority as signal helper in the Shop Seniority District in one of the Carrier's three signal shops, at Athens, Georgia. On March 24, 1953, he was assigned a position in the line-of-road seniority district. Smith maintained seniority in both districts. On January 24, 1958 his line of road helper's position was abolished and he sought to displace a junior signal helper in the Shop Seniority District, giving rise to the instant dispute. He subsequently displaced a junior signal helper on the line-of-road seniority district, and the parties now seek an interpretation of the pertinent rules.

The Organization contends that Smith maintained seniority in both districts and on being displaced from his job in one district, had the right to bump into a junior job on the other district. It argues that since the agreement makes no specific provision for displacement of signal shop employes, they must be construed to be maintenance employes as that term is used in Rule 30 and that bumping rights are available for the jobs of the three junior employes regardless of in which seniority district they work. The fact that Rule 27 establishes a separate seniority district for signal shops is valid for filling of vacancies, promotions, and the like, the Organization avers, but not for reductions and it makes reference to the special protection concerning vacancies in signal shops afforded by Rule 43.

The Carrier emphasizes that Rule 27 establishes two separate seniority districts; and that the language of Rule 30 limits its coverage to displacement within the line of road maintenance and construction district. Accordingly Smith had the right to displace one of the three junior employes in that district. There is nothing in the Agreement giving him the right to displace a junior employe in the other district or to bump into one of three junior positions in any combination of these two seniority districts. Only when he has exhausted the bumping opportunities in the district where he was displaced could he then bump into the other sentiority district.

In dispute is the right of a displaced employe having seniority in the two districts established by Rule 27 to bump into the district other than the one in which his position was abolished.

It is clear from reading Rule 27 that that provision recognizes that signal shops are to have a separate seniority district. But that differentiation does not relate to procedures for implementing the seniority which it recognizes. Such procedures are set forth in the various provisions following Rule 27.

In Rule 43 separate arrangements are set forth for advertising new positions and vacancies in the signal shop. But elsewhere there is no evidence that employes working in signal shop, or with seniority in signal

shop working elsewhere must be treated separately. The language of these rules would appear equally applicable to employes possessing seniority in either or both seniority districts. Thus employes with seniority in both districts are clearly dealt with in the same manner under the other seniority provisions of the agreement. Rules 32 and 42 for instance make reference to displacement procedures of Rule 30 and require that employes, including shop employes, must follow the procedures of that disputed rule. It is argued by the Carrier that Rule 30 is limited in application to employes in the seniority district composed of construction and line-of-road maintenance forces, but other rules require all employes to follow its provisions. The Carrier acknowledges that shop employes are not mentioned in Rule 30 but it has had to read their inclusion into Rule 30 to have any procedure which would cover displacement therein. Its concepts are followed in cases of reduction in signal shops and when an employe with seniority both in line-of-road maintenance and shops has exhausted his bumping rights in the former, and, under its theory, acquires rights in the latter.

Thus we must conclude that the parties have interpreted the provisions of Rule 30 to be equally applicable to maintenance and construction as well as shop seniority districts. This being the case, it therefore follows that the claimant in this case should have been given an opportunity to bump into the three junior positions in class with recognition of his seniority in both districts. We find nothing in the language of Rule 30 which limits him to his displacement opportunities, or which requires him to exhaust displacement rights in one seniority district before exercising them in the other.

If claimant had protected seniority in both districts he had the right to bump a junior employe regardless of in which district he was working. This is consonant with the Carrier's recognition of his right to bump into the district where he had formerly worked and still maintained seniority. There has been nothing cited by the parties to have us believe that he loses seniority in one district when he goes to work in the other. This being the case he should be permitted to return to a position in his former district when his job in the other is abolished. It would be unreasonable to contend that once displaced he can only get into a junior position in which he still has seniority, because it is in another district only by bidding for a vacancy. That would appear contrary to the whole concept of displacement on the basis of job seniority.

Findings: That the Agreement was violated.

Award: Claim sustained.

Award Number 13376
BofRS vs. Chi. Milw. St. P&P

Claim: Claim of the General Committee of the Brotherhood of Railroad Signalmen on the Chicago, Milwaukee, St. Paul and Pacific Company that:

(a) The Carrier violated the current Signalmen's Agreement, as amended, particularly Rule 66, when it failed and/or refused to transfer Mr. L. A. Mahnke to the signal maintainer position to which he was assigned by letter of November 3, 1960, file 13 CT, within 15 days after the close of the bulletin.

(b) The Carrier should now be required to compensate Mr. Mahnke for 8 hours' pay at the pro rata rate of the position to which assigned for each work day of that position Wednesdays through Sundays from November 16, 1960, until December 4, 1960, inclusive.

(c) The Carrier should also be required to compensate Mr. Mahnke the difference between the amount received and the overtime rate of pay of the position to which assigned by letter of November 3, 1960, file 13 CT, for every Monday and Tuesday that he has worked from November 16 until December 7, 1960, inclusive.

Opinion of the Board: The facts and issues in this case are comparatively simple.

We are concerned primarily with Rule 66 (b) of the Agreement which reads as follows:

"(b) Transfer of successful applicants to new assignments will be made within fifteen (15) days after close of the bulletin . . . ."

The position of 2nd trick signal maintainer was advertised October 20, 1960, in Signal Bulletin 170-60. On November 3, 1960, Claimant Mahnke was advised that he was being assigned to that position. On December 7, 1960, Claimant was notified he was to take over the regular duties of the position. Claimant contends he should be compensated for every day he was improperly held out of the 2nd trick signal maintainer position and for the time he was required to work on the rest days of the position if he had been properly transferred.

Carrier contends that prior to making application for and being assigned to the 2nd trick signal maintainer position Claimant was the regularly assigned occupant of the leading signal maintainer position at Tower 2; that from November 16, 1960, through December 6, 1960, Claimant occupied and was paid the higher rate of the leading signal maintainer position; that he was off two rest days on each week that he thus worked; that there were no lost earnings on Claimant's part during the period of the Claim (which is not denied) but to the contrary he received compensation in excess of that he would have received on the new position; it is Carrier's further contention that operational requirements prevented Claimant's transfer to the new position (this is not denied by Claimant in the record); Carrier maintains that Rule 66 (b) does not contemplate any penalty in the event the transfer of a successful applicant to his new assignment cannot, as in the instant case, be made within 15 days.

Rule 84 of the Agreement reads as follows:

"RULE 84. An employe covered by this agreement who suffers loss of earnings because of violation or misapplication of any portion of this agreement will be reimbursed for such loss by the Railroad Company."

There is nothing in the record indicating the Claimant has in any respect sustained any loss of earnings nor that Claimant has in any way been damaged.

Though it is debatable whether or not there has been any actual violation of the Agreement under the facts of this case, if necessary to preserve the rights of the Organization under the Agreement, we do find that there has been a failure on the part of the Carrier to comply with the provisions of Rule 66 (b) of the Agreement. The action of the Carrier was neither willful or deliberate.

Findings: Carrier has failed to comply with the provisions of Rule 66 (b) of the Agreement.

Award: Claim denied in accordance with the Opinion.

LOCAL LODGE NEWS

By, for and about B. of R. S. members

Louisville & Nashville

FALMOUTH, KY. (158). While visiting Division signal gang number 9, Knoxville and Atlanta Division of the L&N a few days ago, I was invited to have lunch with the gang.

When the entire gang had seated themselves around the table, no move was made by anyone to begin the meal, and in a moment Local Chairman C. E. McNeil offered prayer before the meal began.

I was deeply moved as Brother McNeil led this fine group of men in prayer and was very happy to learn that this has become a regular practice at every meal.

I realize this is not a great news item, but to me, in this complex world of ours it seemed noteworthy.

The foreman of the gang is H. K. Duckett. The members are: C. E. McNeil, local chairman of Local 158; J. D. McDonald, chief signalman of Local 158; W. C. Peterson; C. F. Ray; and C. A. Francisco. J. T. Bass

Pennsylvania

BALTIMORE, MD. (65). The accompanying photos were taken February 19 when our Local met to honor J. A. Early. A meeting was held prior to the affair, and management and labor relations were discussed. The appointment of a committee to begin work on the up and coming Pennsylvania System Committee meeting to be held in Baltimore was also discussed.

There was a general discussion on the differential wage increase between mechanics, helpers, and assistant signalmen, in our craft, whereas members of other Brotherhoods received the across the board increases. Increases were for every member regardless of what category his work fell in.

Again all members were informed by letter that membership dues must be paid on the proper date.

After the meeting, special guests were invited into the hall and were introduced by Local Chairman A. D. Colaianni. In attendance were: J. A. Early, Supervisor C&S, now promoted to engineer in Philadelphia; N. Bauers, assistant supervisor C&S of Baltimore; D. Howell, assistant division engineer; and L. Hackwelder, assistant supervisor of Perryville.

After a brief talk by each of the guests, Mr. Early was asked to step to the rostrum where R. W. Rabuck presented him with a very handsome set of golf clubs and bag in appreciation from his employes in the C&S Department in Baltimore, Perryville, Wilmington, and Washington. His kindness, warmness, and understanding for the needs of his employes was warmly felt by all. We hope in his early morning tee offs, he thinks of us as we shall think of him. We all want to wish him the best of luck, health and happiness in his new positon.

Refreshments and food were served and a good time was had by all.

A. D. Colaianni

Members who attended a recent meting of Local 65 are shown in the photo above. A special convocation was held to honor Mr. J. A. Early, supervisor, who was recently promoted to engineer.

P. R. R. — P. R. S. L.

MAGNOLIA, N.J. (58). Our regular meeting was held in Hammonton, N.J. on Wednesday, March 10.

Local Chairman G. L. Henry reported on the claims, grievances and other matters now being handled by the Local.

We were happy to see some of our new members out at this meeting. We would like to have some of the Atlantic Division members attend, but not one showed up. What's the matter, fellows? Everything that is discussed and handled at our meetings is of vital concern to all of us.

Refreshments were served at this meeting, and we will have refreshments at our next meeting on May 12, so try to be there.

Your Secretary met retired Brother Jack Ackroyd at the shopping center on Wednesday and he said to say "hello" to our members.

Work on the high speed line is moving along at a rapid pace and it won't be long before it is in operation, however, there are still several things to iron out before the line can be placed in full service.

We met retired Inspector Darrah at the Philadelphia office recently and he sends his regards to all the fellows.

Brothers Mike Welsh, Don Jordan, G. Dooley, and G. Danley recently celebrated their birthdays and received pay for the day as provided in the new holiday agreement. Happy Birthday, fellows.

We have not heard from any of our retired members lately. What's the matter, Brothers? Send us a note about yourself and we will put it in the news.

Your secretary was just appointed tax assessor for Borough of Magnolia, N.J. until 1967. He is now attending Glass-

boro State University for a 14 week course in tax assessing.

Vince Welsh is acting Asst. Foreman on the Atlantic District under Foremen Carter. Carmen Capone was made Foreman on the P.R.S.L. at Atlantic City.

Vincent J. DiMauro became a member of our Brotherhood on March 14. Welcome to our Local, Vince.

Thanks to the members that attended our meeting, they were: R. W. Schwartz, T. F. Seher, W. M. Posey, N. DeLucca, Jr., Bill Gifford, R. Sigmund, D. Thwaites, C. Giordano, C. J. Capone, E. S. Reed, W. H. Gilbert, H. E. McNear, G. L. Henry, R. Danley, W. Coho, and R. B. Inman. Some others attended but did not sign the roster. Our next meeting will be held May 12.

J. L. NACK

N. Y., N. H. & H.

MT. VERNON, N.Y. (34). The winter months are here now and a number of the boys are answering calls due to snow and ice in switches, bonds breaking and pulling apart, and various other occurrences which affect the signal system.

Tom Fowler, maintainer at SS 3 Oak Point, is finally back to work after being off two months because of his wife's illness and recent death. Members of the Local extend their sympathy.

Fred Witz, relief maintainer and Portchester gang member, is home. He had an operation recently for cataract of the eye. We hope to see him back to work soon.

Harry Madden, signalman in the Portchester gang, is working as temporary gang foreman at Bridgeport, as Gus Jackel, foreman, was operated on for a hernia.

Gordon Hargrove says he is always ready to accept your dues. He is at SS 38, Stamford, Conn.

We are due for a meeting soon and the gangbusters will get together at Mt. Vernon, N.Y. where everything is usually settled. The vacation schedule is being put out and a number of the boys are looking forward to that extra fourth week.

G. "O. B. Dobey" Kanoff, signal helper and truck driver in the Portchester gang, is now working as helper in the Bridgeport gang. We miss those afternoon truck complaints and discussions.

Track No. 2 between SS 14, Pelham Bay, and SS 33, New Rochelle, is going to be removed and the switches at each end are coming out. Bob Lilliquist and construction crew are preparing the wire work for this operation.

Larry Michelson, better known as Overtime Larry, is really piling it in on week ends and he states he is available anywhere between New York and Boston. Old Triple Talk says he is really putting it in the big bank and waiting for that rainy day. Brother Droopy from the West End wants to inform you that you can't take it with you.

At our next meeting we will have our local entertainment group perform at the Brown Derby. We hope the soft shoe dancers and horn blowers show up to keep everyone happy.

G. Grabert, asst. signalman in the Portchester gang, has gone to Derby Jct. as asst. maintainer and his former leader, Mel Stuart, misses him very much. Good luck, Brother Grabert, in your new position.

Brother Tom Fewer had his motorcar smashed up recently. Vandals broke into his motorcar house and put the car on the rails where a passing freight train struck it. Tom now has a new motorcar and is back in business and happily performing his job on the Harlem River Branch. Don't forget our next meeting as every member should attend and take an active part in the discussions. Please pay your dues on time and help make things a bit easier for your officers.

W. LONDREGAN

Baltimore & Ohio

DAYTON, OHIO (94). Our quarterly meeting was held in Cincinnati on January 16, and taking into consideration the inclement weather, our hats are off to the 8 members who attended.

Six new applications for membership were received and on motion properly made and seconded, the applicants were accepted as members.

Lengthy discussions on claims and grievances were held and General Chairman Guscott explained the new birthday holiday. He also impressed upon us the importance of filing names and addresses of furloughed employes with supervisors and local chairmen.

The financial report was read by the secretary and approved.

Our next meeting will be held in City Hall, Deshler, Ohio, on April 17 when our job stabilization program will be discussed in detail.

Brother Ralph Hartwell, Milan, Indiana, retired December 1, 1964 with a total of 46 years service. He started in 1918 in the track department and transferred to the signal department in 1925. All of his service was on the East St. Louis division. Brother Hartwell has been off sick for the past year. We hope his health will improve and he will enjoy a long and happy retirement.

G. F. HAMMOND

Southern

CONCORD, N.C. (110). After being "Snowed Out" the previous week by that big snow that covered just about all of the Southern Railway System, we had a nice turn-out for the meeting in Spartanburg, S.C. on Sunday, January 24. In addition to the general chairman and retired Brother J. F. Shinta, there were 14 members present, representing 6 of the 9 divisions.

In addition to the regular business, reports were made by the financial secretary-treasurer and the general chairman. We also held a secret ballot vote on the proposed increase in dues. Since it was agreed that the acting chief signalman would not vote except in case of a tie, there were 13 eligible voters for this ballot. Brothers P. G. Lotshaw, R. H. Brown, and J. E. Smith were appointed as tellers and their count of the votes revealed that the vote was unanimous to increase the dues for membership to $17 per quarter. This amounts to an increase of one dollar per month, and the general feeling seemed to prevail that is was most certainly justified, both as to our needs and with respect to the gains made recently by this brotherhood.

I had a letter from Brother J. W. Herron who retired on November 30, 1964 after 47 years and 13 days of railroad service. He informed me that retirement so far has been very enjoyable, and that he is still trying to figure out why he ever started to work in the first place. Brother Herron added that he would always feel indebted to the B. of R. S. and just wanted to say "thanks" for the many benefits of his working days and those of retirement.

At the present time I have no report of sick members except Brother F. H. Landers who has been off since December and is trying to make arrangements for retirement.

Our next meeting will be at the Mecklenburg Hotel in Charlotte, N.C. on Sunday, April 18. We hope to see you there, and I promise to stop by the Southern station for TJP and all who ride No. 29.

C. E. YELTON

Santa Fe

COLTON, CALIFORNIA (156). Our Local held its regular meeting for the first quarter of 1965 on Friday, March 5. There were 37 members, visitors and officers present including Grand Lodge Secretary-Treasurer C. J. Chamberlain, General Chairman W. H. Lewis, D. Crawford from the Southern Pacific, Mr. Clevenger of the Union Pacific, and Paul Maddox of Local 172.

Our meeting conducted by 1st Vice Chief Jack Joyner, opened promptly at 8 p.m. in the Bank of California (American National Division Colton Branch) Board of Directors Room. According to Brothers Chamberlain and Lewis this was the first union meeting either had attended in such beautiful surroundings.

Mr. Marvin Rhine, manager of the bank, provided the room for the use of our members free of charge and also furnished coffee and soda. This is one of the few banks having a room available for the use of its patrons and we are proud to do business with this bank. We suggest that other Locals check with their banks to see if facilities similar to those at Colton are available for their use.

Getting back to the business at hand, we have just experienced one of our best attended and best run meetings, thanks to the efforts of our officers. We feel that more Locals would benefit if they would invite general chairmen and Grand Lodge officers to attend their meetings. In this way many sticky questions can be answered first hand and bad feelings can be avoided.

Circumstances regarding the paid birthday holiday provided for in the

February 7 agreement was discussed and many men went away from this meeting better satisfied after considering the item from different viewpoints.

Our by-laws were discussed and it is proposed that there should be changes made at our next meeting. Our membership dues will be raised from $15 to $17.50 per quarter starting July 1 if ratified at our next regular meeting to be held April 30.

Brother Chamberlain pointed out that Grand Lodge is always ready and willing to cooperate with the members and those having problems of any sort involving Grand Lodge should feel free to call upon Grand Lodge for assistance.

The proper procedure, Chamberlain added, is to contact Grand Lodge and relate the problem fully. Grand Lodge will, in turn, attempt to resolve the problem to the full benefit of the membership.

"Locals must police their agreements and report violations that exist," Brother Chamberlain declared, "in this way infractions to the rules can be swiftly dealt with."

Brother Chamberlain also assured the members that new copies of the Brotherhood's Constitution are in the printing stage. The new Constitutions which will be distributed soon will contain all amendments including those passed at our recent Convention. This was good news as it has been found that only a few of our men currently have copies of the Constitution containing all subsequent amendments.

The problems of our Local members are important to each of us and the proper way of dealing with these problems is in a democratically run Local meeting where the problems can be discussed and a solution found. We urge our members to attend all meetings and make our Local strong.

We take this opportunity to thank the officials of the Bank of California for the courtesy shown our Local, and to the officers of our Lodge, General Committee, and Grand Lodge for their time and effort attending this meeting and answering the many questions brought up by the members present.

Our next meeting will probably be in the same place and your secretary-treasurer would like to extend an invitation to members of Locals in our area to attend if they so desire. Please contact the writer so we may make arrangements for you.

Members who attended the meeting were: J. Cunningham, Jim Riddle, Ed Manning, Jim Sellers, Charles Finnie, J. Forsythe, Red Keith, Mike Wever, J. Stafford, Wm. Shearing, H. Phiefer, P. V. Russell, M. Ferguson, L. Ferguson, D. Davidson, S. Moffitt, D. Hopkins, R. Boliver, W. T. Doak, R. L. Duke, J. Wilson, B. Stevens, Wm. James, J. Garner, Jr. Arron, R. VanVacter, H. Suther, Jack Joyner, A. R. Streator, Jim Bauer, D. Benadret, D. Vickers, and Lee Polish, Jr.

Once again, we would like to thank our visitors for attending this meeting. At our next meeting we will discuss plans for our annual "Old Timers Dinner" and make the necessary arrangements to honor our retired Brothers.

A. R. Streator

B&O-SIRT-WM

CONNELLSVILLE, PA. (31). Hearings have been concluded in Washington, D. C. on the application of the C&O-B&O to control the Western Maryland R.R. Briefs and summations of the parties are to be filed by April 12 and it will probably be several months after that date before the Commission makes a recommendation on the application.

It appears that the February 7 Job

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Stabilization agreement may afford the employees on the Western Maryland some protection in the event the ICC permits the C&O-B&O to control the Western Maryland.

All members are urged to retain their copy of the December, 1964 *Signalman's Journal* since it contains the full text of the November 20, 1964 Agreement pertaining to improved vacations, paid holidays, wage increases and paid up life insurance.

Brother J. R. Mauthe was injured when he fell from a pole while stringing line wire at Clarion Jct. on February 16. He suffered a back injury and was hospitalized. We hope that he will be able to resume work shortly.

Brother T. J. Arminini's mother passed away during December.

Brother V. Keller's wife died during January. The officers and members of our Local extend sincere sympathy to the bereaved families. D. LEONARD

Southern Pacific

SAN LEANDRO, CALIF. (92). It was reported that Brother William H. Quinn retired as Division signal inspector on February 28 after completing more than 40 years service with the Southern Pacific Co. and 10 years with the Chicago, Burlington & Quincy R.R. All of his service was in the Signal Dept. He became a member of our Brotherhood in 1921 and was a delegate from the Aurora Division to the Brotherhood's Convention in Cincinnati, Ohio during 1922. Since that time on he attended all but 5 conventions, easing off from the time of the Miami Convention in 1958. He held an office in the Local or General Committee almost continuously from 1928 to 1963 serving as General Chairman for eight years prior to 1938. He was also secretary of the Grand Board of Trustees for eight years. He actively participated in the efforts to secure the first Signal Department working agreement on the Pacific Electric Ry. in 1933.

Brother Quinn reported that he has no definite plans for the immediate future and will start his retirement by spending some time working at home and will make a trip to Chicago and Western Illinois where he and Mrs. Quinn will visit with their brothers and sisters. ED.

Chicago & North Western

PORT WASHINGTON, WIS. (9). Our Local met recently at Fond du Lac, Wis.

A report was given on the National Meeting held at Chicago during December concerning our present wage agreement and the job stabilization agreement. Brothers LeBaron, Boettcher and Nenn attended this meeting and considered it very interesting and informative.

The resignation of O. L. Johnson as Trustee was accepted and Brother A. Bahr was appointed to fill the vacancy.

Saturday, April 24, was selected as the date for our Local's Annual Banquet to honor our retired Brothers and is to be held in conjunction with the celebration of the 50th Anniversary of J. C. Gerke Local 9.

Brother John Gerke and a small group of men started or formed our Local during November of 1914. Let's keep April 24 open for some good old fashioned Brotherhood and Friendship.

A. E. NENN

Baltimore & Ohio

DAYTON, OHIO (94). All members are urged to retain their copies of the December 1964 issue of *The Signalman's Journal* so that they may have the November 20, 1964 agreement pertaining to vacations, holidays, and Travelers insurance.

An agreement with an effective date of March 1 was negotiated by Grand Lodge Vice President C. K. Fields and General Chairman H. C. Guscott which transfers the approach signals and crossing protection outside interlocking limits at Tates Point, Ohio on the Toledo Division from NYC to B&O maintenance forces. In the exchange, approach signals and crossing protection outside interlocking limits on the NYC at Galatea, Ohio-Akron Chicago Division-was transferred from B&O to NYC maintenance forces. Agreement was also reached on the method of handling construction and maintenance of NYC Traffic Control installation through Galatea interlocking.

Foreman Don Kelley's gang placed the new automatic interlocking at Cottage Grove, Indiana in service during January. The entire project should have been completed and the old mechanical equipment removed by the end of February.

Local Chairman Max Miller and General Chairman Guscott held a meeting with the gang on February 10 for the purpose of explaining the November 20, 1964 agreement pertaining to improved vacations and the application and effect of the new birthday holiday as well as the February 7 agreement regarding job stabilization.

Frank Schmeltz, Toledo Division, retired February 28 after completing forty years of service with the B&O Railroad. His last position was Assistant Maintainer at Deshler, Ohio. He was a faithful member of our Local and the officers and members wish him a long and happy retirement.

Our next meeting will be held on April 17 in the City Hall at Deshler, Ohio. G. F. HAMMOND

B&O—SIRT—WM

CONNELLSVILLE, PA. (31). Our regular meeting was held in Baltimore, Md. on March 9. There were 11 members of the Baltimore East End present to discuss matters of interest to employes on this seniority district.

The meeting was conducted by General Chairman H. C. Guscott in the absence of Chief Signalman B. L. Cowgill. Brother Guscott discussed our new agreement and answered many questions on the new birthday holiday and job stabilization agreements.

A meeting of the members of Local 31 on the Staten Island Rapid Transit Railway Company was held by Local Chairman C. W. Wangenstein and General Chairman H. C. Guscott at St. George Terminal, Staten Island, on March 8.

That meeting was held for the purpose of acquainting the membership with the provisions of the November 20, 1964 agreement and also with the February 7, 1965 agreement. It appears that the latter agreement will be applicable to approximately 50 percent of the Signal Department employes on this property.

An extensive grade crossing elimination program now in progress will give our members a considerable amount of future work. Local Chairman Wangenstein is foreman in charge of the construction gang.

Brothers V. Pescl and Oscar Post are maintainers at Tower B. J. Alverson is Inspector. J. Esposito is the maintainer assigned to AK Bridge with A. C. Piccarillo, maintainer, at Pleasant Plain.

D. LEONARD

Santa Fe

RATON, N.M. (161). "We think ours is one of the best equipped signal construction gangs in the United States. Maybe that is because we work on it, but until it is otherwise proven, we will go on thinking this way."

These were the remarks of E. L. Smith, foreman of Western Lines Signal Crew No. 2 with headquarters at La Junta, Colo. They bespeak the pride with which he and his crew view their surroundings and the respect they hold for their tools and equipment in a department which plays an important role in providing safety in a system where trains run close together at high speeds.

Signal Unit 74 has been "home away from home" for Foreman Smith and his wife, Neva, ever since March 1947 when he became foreman of the gang.

Brother Smith recently retired from service and now he and Mrs. Smith plan to return to El Paso, Tex., to make their home. It was with mixed emotions that Smith closed his career of more than 44 years' service which began in the mechanical department at La Junta as a boilermaker in 1916. He transferred to the signal department there in 1922 and held various positions in that department until his promotion to signal foreman during 1947.

Smith will be succeeded by Brother M. K. Turner who was formerly foreman of Signal Crew No. 3, Western Lines. Other personnel include signalman D. M. Bowen, A. J. Drake, Euion Lambert, Jarold B. Sitton, J. A. Roberts, Jr., C. L. Ross, and assistant signalmen T. R. Floyd and R. F. Prather.

The Robin Hood Restaurant in Ra-

ton, N. M. was the setting for a retirement dinner for Brother and Mrs. Smith. In attendance were: Assistant Signalman and Mrs. Ralph Prather, Signal Maintainer H. H. Sparks, Asst. Signal Engineer C. R. Bickel, Signal Inspector A. J. East, Signal Maintainer and Mrs. M. H. Poole, Signal Maintainer G. M. Abercrombie, Signalmen Jarold Sitton, Dean Bowen, Asst. Signalman and Mrs. Thomas Floyd, Signalman Andrew Drake, J. A. Roberts, Jr., Signal Maintainer and Mrs. W. L. Clark, Assistant Signal Supvr. Ralph Russell, Signal Maintainers J. D. Williams and W. B. Harwell, Jr., and their wives. JSM

C. N. — C. P.

WINNIPEG, MAN. (12). Our regular meeting held recently at the Assiniboine Hotel in Winnipeg was opened at 1 p.m. with Grand Lodge Representative-General Chairman A. N. Cotton presiding at the request of Chief Signalman L. E. Young.

Brother R. L. Law read the minutes of the previous meeting and Brother Hickson brought to our attention the paragraph referring to the election of an additional local chairman. The minutes should have stated Lakehead Area instead of Kashabowie Sub.

Five applicants were accepted as members. They were: T. J. Hogue, M. Gregorash, D. Goodale, R. Piush and E. F. Hilton.

We are pleased to report that Brother Rosborough's working restrictions have been lifted and he was the successful applicant for the position of signal maintainer at Kashabowie.

Brother Hickson read a letter regarding job security from Joint Negotiation Committee Chairman F. Hall. Non Operating Unions are negotiating for a job security programme from contributions made by the railroads to assist those laid off because of automation or reduction of staff. After considerable discussion, the following resolution was adopted.

"In the event that a signal shop is established in the Prairie Region, Signal Dept. Employes holding seniority in the Prairie Region shall have preference to positions in this shop.

"No separate seniority list shall be established for this shop and positions shall be incorporated in the Prairie Region Seniority List.

"Employes awarded a position in this shop who do not hold seniority on the Prairie Region shall establish seniority in their respective rank from the date they commence work.

"Handicapped employes shall be given preference to positions advertised for this shop."

With regard to a new Local Chairman for the C.N., Brother Hickson stated that he had notified our Brothers on the North Line and the Kashabowie Sub. and they have requested that a mail ballot be circulated. Brother Law will arrange this.

After some discussion, it was decided to elect a permanent entertainment committee. The purpose of this committee is to have the power to plan future

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by Sidney Margolius
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ILGWU
UNION BAR

social functions. Their recommendations would be subject to approval by the membership. Those elected were: Brothers G. E. Jenkinson, B. Popel, and R. Jablonski.

It was moved and passed that the Committee arrange a Smorgasbord and Dance in the Fall of this year. Brother Law was given authority to make the necessary expenditures from our funds.

Brother Cotton reported on revisions made in the CN agreement and advised that since our current agreement books are now out of date, new ones will be available shortly.

The following members were present: A. N. Cotton, G.C. and G.L.R.; L. E. Young; R. L. Law, K. J. Hickson; K. L. Reitter, J. Platt; J. Chranowski; A. Wright; G. Maycock; N. Ehnes; M. Wright; N. Hoas; R. Jablonski; G. Jenkinson; V. Clark; Harris Weseen; B. Birch; E. Neufeld; E. Vermette; M. Kruk; M. Gregorash; K. Frederiksen; and B. Popel.

It was moved and passed that we establish 10:30 a.m. as the starting time of the next meeting. R. L. Law

Great Northern

WHITEFISH, MONT. (154). The Willmar Division crew has been cleaning up after the wreck at Dassel, Minn. Two signals were knocked down and there was some damage to a switch.

Bill Carlson's crew, on the range, has been doing general repair work, after cleaning up after the wreck on that division.

Bob Peterson, local chairman, says he will be holding a meeting on the Mesabi Div. soon, and would like to hear from some of the boys as to where it should be held.

A maintainers' meeting was held on the Willmar Div. on January 19. At a meeting like this, all of the maintainers on a division get together for a day to discuss their work and their problems. These meetings are sponsored by the company, and after the meeting, the supervisor takes the men out to dinner. Much good can come from a meeting of this kind, and it is suggested that other supervisors give serious thought to this kind of meeting.

We understand that Bob Bergstrom, maintainer at Benson, Minn. received an unusual Xmas gift—a bag of nuts-bolts-and scrap!

The signal department lost one or two men on each division effective February 1 due to force reduction. With the Job Stabilization agreement in effect now, it is our hope that force reduction should almost be a thing of the past. This should give our men a feeling of security, and make signaling more attractive. All credit for this agreement must go to the cooperating Brotherhoods and our Grand Lodge officers should receive a pat on the back for a great effort!

Ted Dahm, of the Eastern seniority district, was granted a 90-day leave of absence. This may cause a lot of moving around on the crews.

Lyle Gee, general chairman, was appointed Legislative Representative for the state of Washington on January 1. We know that he will do an effective job.

Signal gangs on the Kalispell Division are still stationed at Belton, and Essex, Mont.

We have received no news from the Western Seniority district, so we must assume that everything is going along fine! We would like to hear from anyone on that end, so that some mention of them could be made in these news articles.

The snow is about eight feet deep on the level at Summit, Mont., the top of the Continental Divide, so you fellows can imagine what the maintainers up there have to contend with in their work. Adrian Buckland

Wabash

DECATUR, ILL. (55). Current issues were discussed by the 10 members present at our meeting held in Moberly Mo. on March 7. Nearly all of the members present actively participated, debating all issues pro and con, expressing an active interest in the affairs of our Brotherhood.

We feel that each of our members should attend meetings regularly and maintain an active acquaintance with each other to stimulate interest in current problems and promote the growth of Brotherhood.

As Brotherhood Week was observed recently on a national level so should we observe Brotherhood every month of the year and really live and believe in the Unity and Brotherhood of the working man. Our democratic organization and present society is founded upon the unification of our efforts and has proved successful over the years.

There appears to be a great deal of work lined up for our signal forces and the future looks bright. We understand that the carrier has been experiencing some difficulty recently hiring new men.

Those who are experienced is signaling should take an active interest in the new members and assist them by providing information and instructions in the art of our craft.

We missed our old friends Chester Green and Leonard Charles. We hope to see them at our next Moberly meeting.

The job of installing TCS from the Hannibal bridge over the Mississippi River to Lindel Ave. on the west edge of Hannibal, Mo. near Outer Depot was recently completed. The old interlocking machine that was previously housed on the bridge has been replaced with an all relay system controlled by the operator from a cabin located between the CB&Q tracks and the west end of the bridge.

The passing at East Hannibal has been extended to handle longer trains.

With the gangs: V. G. Shonkwiler's gang is at Maumee, Ohio, and P. E. Dawson's gang is now at New Haven, Indiana. John Lawrence's gang is working at Manhattan, Illinois.

With the testmen: J. E. Bartley is at Dalton, Missouri; R. E. Pettus is at Centralia, Missouri; F. G. Bartley is at Oaklawn, Illinois; Joe Sharp is on the old Montpelier, Ohio Division; and H. E. Martin is on the Peru, Indiana District.

With the sick: Ray Tuley, Julius Gill, and Paul Dawson, are off duty due to illness or injury. We wish them a speedy recovery and hope they will soon be able to return to work. Phillip Benttendorf has returned to work having recovered from recent surgery on his hand.

"One of the God-Like things in this world is the veneration done to human worth by the hearts of men." Carlyle.

JFP

Burlington

LINCOLN, NEB. (119). Our regular meeting was held February 13 at the Hotel Lincoln in Lincoln, Neb. Eleven members were present. All experienced some difficulty reaching the hotel as 20 inches of snow had fallen recently.

The second reading, which was final, was taken concerning the $8 per year dues increase to offset the per capita tax increase to Grand Lodge. Our quarterly dues are divided as follows: Local 119—$3, System Committee—$5, and Grand Lodge—$9. No doubt you realize this money is well spent if you are familiar with our Brotherhood's activities.

The deadline for all Journal copy is the 10th of the month preceding month of publication. All official matter and communications, to be printed, must be received by the editor on or before this date. All correspondence should be addressed to the Editor and Manager, E. L. Abbott, 2247 Lawrence Avenue, Chicago, Illinois 60625.

General Chairman J. D. Richards reviewed agreements obtained as a result of our wage movement, the Holiday, Vacation, and Fringe Benefit movement, and the Job Stabilization movement.

Our Local expressed its gratitude and appreciation to President Jesse Clark and his Assistants for their hard work, loss of sleep, and successful negotiation efforts concerning the various movements which affect all of us a great deal.

Brother C. Ray Fairbanks was able to attend our meeting but is off duty on account of being shot accidentally with a 410.

Brother R. D. Ball, Jr., St. Paul, Minn., has been hospitalized and is off duty.

Brother G. I. Peirce who was operated on for a "femoral head prosthesis" in July was present at our meeting. He can do desk work but his doctors will not permit him to return to his regular job until June. He expressed great appreciation for the amount paid by the Travelers Insurance on his hospital and doctor bills.

Brothers V. I. Deminski, M. V. Shepherd, and L. J. Stromer attended all of our Local meetings during 1964. There was average attendance of 15 present at each meeting and members attended from Missouri, Iowa, Illinois, Colorado, Minnesota, and Nebraska. Brother E. W. Happs attended the greatest number of times from those in contruction. Brother L. B. Guild, retired, attends each time we have our meeting in Lincoln, Nebraska. It is nice to have retired members continue to attend our meetings. Brothers M. H. Beals, and H. R. Neihart from Local 103 visited our Local last year.

Brother Peirce is our Nebraska State Legislative Representative. He urged all of us to come alive and be concerned with the activities of our State Legislature. Things are happening and we need your help. Watch the newspapers concerning bills in the legislature. Write your State Senator, State Capitol, Lincoln, Nebraska, about those bills which concern you. They will answer your letters.

Our April meeting will be in McCook, Nebraska.

Brother Peirce stated we had five members leave the signal department since our last meeting.

Members may obtain copies of our by-laws and constitution by contacting our Local Secretary. Copies of our working agreement can be obtained from your signal supervisor. G. I. Peirce

Obituary

Harvey W. Sipe, member of Local 65, Pennsylvania Railroad, passed away December 29, 1964. He was 79.

Brother Sipe began his signaling career on June 12, 1923 and maintained on N.C.R. and had headquarters at New Freedom, Pa. for a number of years.

The officers and members of Local 65 extend deepest sympathy to the surviving members of his family.

J. R. Smith

John S. Van Sant, member of Local 102, Pennsylvania Railroad, passed away suddenly January 7. He was 63.

Brother Van Sant began his signaling career in April, 1923, and worked as signalman and signal maintainer at various locations on the New York Division. At the time of his death he worked in the Foreman's office in Trenton.

The officers and members of Local 102 extend deepest sympathy to the surviving members of his family.

W. R. Edwards

Everett H. Merriam, retired member of Local 120, Boston & Maine Railroad, passed away recently following a long illness. He was 65.

Brother Merriam was signalman at S. Ashburnham, Mass. at the time of his retirement February 1, 1959 after completing 15 years of service.

He is survived by his widow, one son and one daughter to whom the officers and members of Local 120 extend deepest sympathy. Ed.

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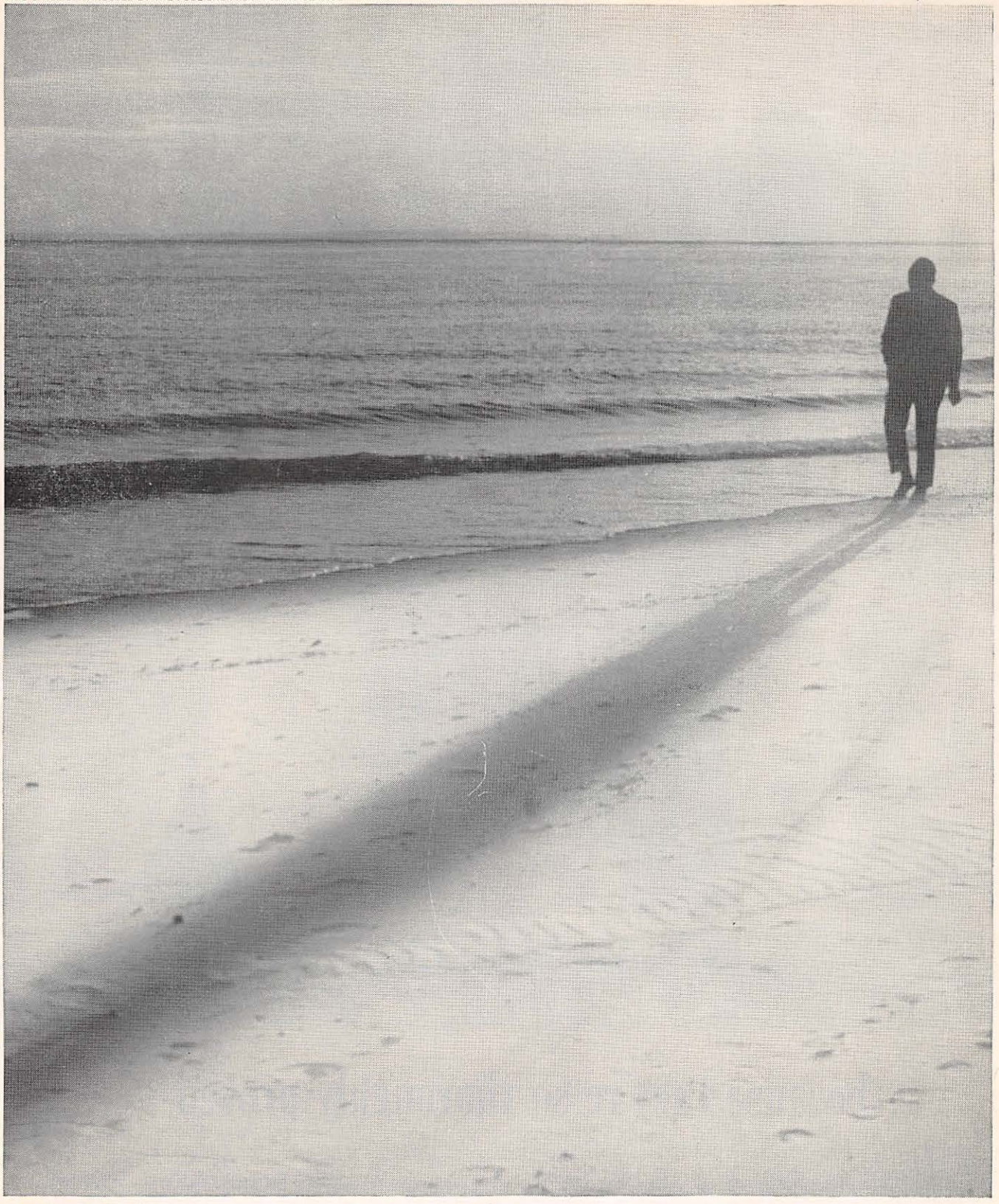

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